

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 <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

BID SUBMITTAL GUIDELINES AND CHECKLIST

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

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

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

Pages 14-17 (Form A) – One Form A (4 pages) is required for each applicable person in your company. Copies of the Forms can be used and only need to be changed when the financial information changes. The certification signature and date must be original for each letting. Do not staple the forms together.

If you answered “NO” to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.

Page 18 (Form B) - If you check “YES” to having other current or pending contracts it is acceptable to use the phrase, “See Affidavit of Availability on file”. **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) -----217-785-4611
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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting May 24, 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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 60P42
DUPAGE County
Section 2011-036-I
Route FAP 338
Project NHF-0338(046)
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

F

Checked by

(Printed by authority of the State of Illinois)

Page intentionally left blank

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 60P42
DUPAGE County
Section 2011-036-I
Project NHF-0338(046)
Route FAP 338
District 1 Construction Funds**

Construction of 5 concrete retaining walls along IL 59 from New York St./ Aurora Ave. to Ferry Rd. as an advance contract for future construction on IL 59 in Naperville.

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (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.

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 60P42

State Job # - C-91-539-11

County Name - DUPAGE - -

Code - 43 - -

District - 1 - -

Section Number - 2011-036-I

Project Number
 NHF-0338/046/

Route
 FAP 338

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XX005602	HAND DIG 0'-5' PAV'T	CU YD	25.000				
XX005603	HAND DIG 5'-20' PAV'T	CU YD	25.000				
XX005604	HAND DIG 0'-5' UNPAVD	CU YD	25.000				
XX005605	HAND DIG 5'-20' UNPAV	CU YD	25.000				
XX005606	MACH AID DIG 0-5 PAVE	CU YD	50.000				
XX005608	MAC AID DIG 0-5 UNPAV	CU YD	50.000				
XX005612	HANDHOLE, DEH8	EACH	1.000				
XX005987	MACH AID DIG 5-20 PVT	CU YD	50.000				
XX005989	MACH AID DIG 5-20 UPA	CU YD	50.000				
XX007055	HANDHOLE, DEH6	EACH	1.000				
X0324455	DRILL/SET SOLD P SOIL	CU FT	28,763.000				
X0324456	DRILL/SET SOLD P ROCK	CU FT	1,618.000				
X0327436	2-WAY 2-6 PVC DB 1X2	FOOT	170.000				
X0327437	3-WAY 3-6 PVC DB 1X3	FOOT	285.000				
X0327438	4-WAY 4-6 PVC DB 2X2	FOOT	100.000				

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X0327439	6-WAY 6-6 PVC DB 2X3	FOOT	295.000				
X0327440	8-WAY 8-6 PVC DB 3X3	FOOT	30.000				
X0327441	9-WAY 9-6 PVC DB 3X3	FOOT	200.000				
X0327442	12-WAY12-6 PVC DB 4X3	FOOT	500.000				
X0327443	9WY D DRILL 6HDPE WC	FOOT	210.000				
X0327444	9WY D DRILL 6HDPE WOC	FOOT	210.000				
X0327445	6WY D DRILL 6HDPE	FOOT	70.000				
X0327446	SWITCH GEAR VAULT IO	EACH	4.000				
X0327447	FUSE MODULE VAULT IO	EACH	1.000				
X0327448	TRANS 1PHASE VAULT IO	EACH	1.000				
X0327449	SECONDARY PEDESTAL IO	EACH	1.000				
X0327450	CONN EX CONC TRAN FDN	EACH	3.000				
X0327451	CONN EX SWITCH GEAR	EACH	3.000				
X0327452	ROD MANDREL	FOOT	25,500.000				
X0327453	COUNTERPOISE UNPAVED	FOOT	600.000				

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X0327454	COUNTERPOISE PAVED	FOOT	600.000				
X0327455	MH TSEC REPL 4223M111	EACH	1.000				
X0327456	MH TSEC REPL 4274M291	EACH	1.000				
X0327457	MH TSEC REPL 4212M961	EACH	1.000				
X0327458	MANHOLE REMOVAL	EACH	1.000				
X0327459	POLE CABLE REMOVAL	EACH	40.000				
X0327460	POLE BUTT REMOVAL	EACH	20.000				
X0327461	3 PH TRANS VAULT ASSY	EACH	2.000				
X0327463	3C 1000MCM CABLE SPLI	FOOT	600.000				
X0327464	1C 1000MCM CABLE SPLI	FOOT	750.000				
X0327465	REM 3C 100MCM CBL SPL	FOOT	150.000				
X0327476	10W10-6 JT PVC DB 4X3	FOOT	100.000				
X0327477	12WAY12-6 JTPVC DB4X3	FOOT	1,770.000				
X0327478	14WAY14-6 JTPVC DB5X3	FOOT	400.000				
X0327479	2WAY DIR DRL 2-6 HDPE	FOOT	195.000				

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X0327480	12WAY DIR DRL 6" HDPE	FOOT	575.000				
X2070304	POROUS GRAN EMB SPEC	CU YD	86.000				
X2080250	TRENCH BACKFILL SPL	CU YD	770.000				
X2500920	SEEDING CL 1A SPL	ACRE	1.100				
X3550015	HMA BASE CSE VAR DP	TON	140.000				
X4810100	TEMP SHOULDERS	SQ YD	604.000				
X5030221	CONCRETE ENCASEMENT	CU YD	420.000				
X5030223	FA 2 ENCASEMENT	CU YD	390.000				
X6020335	MAN TG SO 4211M921 IO	EACH	1.000				
X6020355	MAN TA DBL OPENING IO	EACH	1.000				
X6020375	MAN TE DBL OPENING IO	EACH	3.000				
X6020385	MAN TG DBL OPENING IO	EACH	3.000				
X6020399	CONNECT EX MANHOLE	EACH	3.000				
X6022110	MAN TA 10 DIA T1F CL	EACH	2.000				
X6028050	TEMPORARY MANHOLE	EACH	4.000				

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X6640525	CH LK FENCE 4 ATT STR	FOOT	594.000				
X7010216	TRAF CONT & PROT SPL	L SUM	1.000				
Z0007118	UNTREATED TIMBER LAG	SQ FT	8,332.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
Z0018500	DRAINAGE STR CLEANED	EACH	4.000				
Z0026404	FUR SOLDIER PILES WS	FOOT	5,035.000				
Z0030240	IMP ATTN TEMP NRD TL2	EACH	1.000				
Z0030850	TEMP INFO SIGNING	SQ FT	103.000				
Z0046304	P UNDR FOR STRUCT 4	FOOT	1,860.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				
Z0076600	TRAINEES	HOUR	1,000.000		0.800		800.000
Z0076604	TRAINEES TPG	HOUR	1,000.000		10.000		10,000.000
20101200	TREE ROOT PRUNING	EACH	10.000				
20200100	EARTH EXCAVATION	CU YD	560.000				
20400800	FURNISHED EXCAVATION	CU YD	3,785.000				

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20700220	POROUS GRAN EMBANK	CU YD	56.000				
20800150	TRENCH BACKFILL	CU YD	1,556.000				
21101505	TOPSOIL EXC & PLAC	CU YD	2,280.000				
25000210	SEEDING CL 2A	ACRE	2.000				
25100115	MULCH METHOD 2	ACRE	4.000				
25100635	HD EROS CONTR BLANKET	SQ YD	1,230.000				
28000250	TEMP EROS CONTR SEED	POUND	196.000				
28000305	TEMP DITCH CHECKS	FOOT	30.000				
28000400	PERIMETER EROS BAR	FOOT	2,186.000				
28000510	INLET FILTERS	EACH	39.000				
35501300	HMA BASE CSE 4	SQ YD	37.000				
40603335	HMA SC "D" N50	TON	50.000				
42400200	PC CONC SIDEWALK 5	SQ FT	995.000				
44000100	PAVEMENT REM	SQ YD	493.000				
44000200	DRIVE PAVEMENT REM	SQ YD	45.000				

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44000500	COMB CURB GUTTER REM	FOOT	296.000				
44000600	SIDEWALK REM	SQ FT	995.000				
44201794	CL D PATCH T3 12	SQ YD	20.000				
44201796	CL D PATCH T4 12	SQ YD	140.000				
50200100	STRUCTURE EXCAVATION	CU YD	1,849.000				
50300225	CONC STRUCT	CU YD	649.800				
50300285	FORM LINER TEX SURF	SQ FT	8,681.000				
50300300	PROTECTIVE COAT	SQ YD	1,116.000				
50500505	STUD SHEAR CONNECTORS	EACH	1,328.000				
50800205	REINF BARS, EPOXY CTD	POUND	82,820.000				
50901720	BICYCLE RAILING	FOOT	622.000				
50901750	PARAPET RAILING	FOOT	410.000				
51500100	NAME PLATES	EACH	5.000				
54010905	PCBC 9X5	FOOT	24.000				
5421C030	P CUL CL C 1 30 TEMP	FOOT	432.000				

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5422C030	P CUL CL C 2 30 TEMP	FOOT	68.000				
550A0120	STORM SEW CL A 1 24	FOOT	12.000				
550A0190	STORM SEW CL A 1 48	FOOT	435.000				
550A0340	STORM SEW CL A 2 12	FOOT	8.000				
550A0480	STORM SEW CL A 2 48	FOOT	102.000				
550A0520	STORM SEW CL A 2 72	FOOT	99.000				
550B0050	STORM SEW CL B 1 12	FOOT	154.000				
55100500	STORM SEWER REM 12	FOOT	185.000				
55101400	STORM SEWER REM 30	FOOT	566.000				
55102300	STORM SEWER REM 72	FOOT	104.000				
59100100	GEOCOMPOSITE WALL DR	SQ YD	781.000				
60200805	CB TA 4 DIA T8G	EACH	2.000				
60207605	CB TC T8G	EACH	1.000				
60218400	MAN TA 4 DIA T1F CL	EACH	3.000				
60221100	MAN TA 5 DIA T1F CL	EACH	1.000				

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60223800	MAN TA 6 DIA T1F CL	EACH	2.000				
60224446	MAN TA 7 DIA T1F CL	EACH	1.000				
60257900	MAN RECONST	EACH	4.000				
60500040	REMOV MANHOLES	EACH	4.000				
60500080	REMOV CB - MAIN FLOW	EACH	1.000				
60602800	CONC GUTTER TB	FOOT	583.000				
60603800	COMB CC&G TB6.12	FOOT	294.000				
63100085	TRAF BAR TERM T6	EACH	1.000				
63100167	TR BAR TRM T1 SPL TAN	EACH	1.000				
63200310	GUARDRAIL REMOV	FOOT	92.000				
66900200	NON SPL WASTE DISPOSL	CU YD	250.000				
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000				
66900530	SOIL DISPOSAL ANALY	EACH	2.000				
67100100	MOBILIZATION	L SUM	1.000				
70400100	TEMP CONC BARRIER	FOOT	750.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
78001110	PAINT PVT MK LINE 4	FOOT	648.000				
78200530	BAR WALL MKR TYPE C	EACH	60.000				

CONTRACT NUMBER

60P42

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.

RETURN WITH BID

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.

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

B. Negotiations

1. The Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

C. Inducements

1. The Code provides:

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

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

D. Revolving Door Prohibition

1. The Code provides:

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

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

E. Reporting Anticompetitive Practices

1. The Code provides:

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

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

F. Confidentiality

1. The Code provides:

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

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

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G. Insider Information

1. The Code provides:

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

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

III. CERTIFICATIONS

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

A. Bribery

1. The Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

1. The Code provides:

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

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

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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.

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

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

H. International Anti-Boycott

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

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

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

I. Drug Free Workplace

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

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

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

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

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

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

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

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

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

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J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

/ ___ / Company has no business operations in Iran to disclose.

/ ___ / Company has business operations in Iran as disclosed the attached document.

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

In accordance with the provisions of Section 30-22 (6) of the Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.**

NA-FEDERAL

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

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

Sections 20-160 and 50-37 of the Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance with procedures found in Section 9-35 of The Election Code.

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with 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: _____

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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. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.**

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES ___ NO ___
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES ___ NO ___

(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the NOT APPLICABLE STATEMENT of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

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

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

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

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

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

RETURN WITH BID

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. See Disclosure Form Instructions.

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes ___ No ___

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

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

RETURN WITH BID

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

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

Yes ___ No ___

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

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

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

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

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

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

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

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Representative

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

RETURN WITH BID

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)

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 60P42
DUPAGE County
Section 2011-036-I
Project NHF-0338(046)
Route FAP 338
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 _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

In addition to the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273), all bidders make the following certifications.

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:
1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES _____ NO _____
 2. If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES _____ NO _____

RETURN WITH BID

**Contract No. 60P42
DUPAGE County
Section 2011-036-I
Project NHF-0338(046)
Route FAP 338
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.

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

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

(IF A CORPORATION)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____
Attest _____
Signature _____
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)
Business Address _____

(IF A JOINT VENTURE)

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

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



Item No. _____

Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

their respective officers this _____ day of _____ A.D., _____.

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By _____
(Signature & Title)

By: _____
(Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of _____

I, _____, a Notary Public in and for said County, do hereby certify that

_____ and _____
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing the proposal and marking the check box next to the Signature and Title line below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID#

Company / Bidder Name



Signature and Title

(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

(4) Assurance

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

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

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

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

Disadvantaged Business Participation _____ percent

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

Company

By _____

Title _____

Date _____

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

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

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

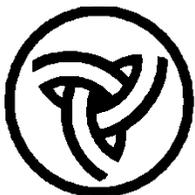
Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 60P42
DUPAGE County
Section 2011-036-I
Project NHF-0338(046)
Route FAP 338
District 1 Construction Funds**



Illinois Department of Transportation

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 State Required Ethical Standards Governing Subcontractors.

RETURN WITH SUBCONTRACT

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.

RETURN WITH SUBCONTRACT

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

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

In addition, all disclosures shall indicate any other current or pending contracts, subcontracts, proposals, leases, or other ongoing procurement relationships the subcontracting entity has with any other unit of state government and shall clearly identify the unit and the contract, subcontract, proposal, lease, or other relationship.

2. Disclosure Forms. 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 **NOT APPLICABLE STATEMENT** on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES ___ NO ___
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES ___ NO ___

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES ___ NO ___

(Note: Only one set of forms needs to be completed per person per subcontract even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in the subcontracting entity or the subcontracting entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The subcontractor is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the **NOT APPLICABLE STATEMENT** on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

RETURN WITH SUBCONTRACT

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

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.*

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Subcontractor: Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the 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.

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.

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

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes ___ No ___

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

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ___ No ___

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3 Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

Form with fields: 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 box with fields for Signature of Authorized Officer and 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. May 24, 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. 60P42
DUPAGE County
Section 2011-036-I
Project NHF-0338(046)
Route FAP 338
District 1 Construction Funds**

Construction of 5 concrete retaining walls along IL 59 from New York St./ Aurora Ave. to Ferry Rd. as an advance contract for future construction on IL 59 in Naperville.

- 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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STATE OF ILLINOIS
SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2012 (hereinafter referred to as the Standard Specifications); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; 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 FAP Route 338 (IL Route 59), Project NHF-0338(046), Section 2011-036-I, in DuPage County, and in case of conflict with any part of parts of said specifications, the said Special Provisions shall take precedence and shall govern.

FAP Route 338 (IL Route 59)
Aurora Ave./New York St. to Diehl Rd.
Project NHF-0338(046)
Section 2011-036-I
DuPage County
Contract 60P42

LOCATION OF IMPROVEMENT

IL Route 59, from approximately 400 feet north of New York Street/Aurora Avenue to approximately 1000 feet north of Brookdale Road within the corporate limits of the cities of Naperville and Aurora in DuPage County, Illinois. The improvement covers a distance of 11,300 feet (2.14 miles) along IL Route 59.

DESCRIPTION OF IMPROVEMENT

The improvement consists of the construction of five retaining walls, earthwork, subsurface drainage, relocation of Naperville Electric's existing duct bank, and all collateral work necessary to complete the improvement as shown in the plans and described herein.

COORDINATION WITH ADJACENT AND/OR OVERLAPPING CONTRACTS

This contract overlaps with other concurrent and future contracts as listed below and other projects in the vicinity of the project limits. The Contractor shall cooperate with the other contractors in the phasing and performance of his work so as not to delay, interrupt or hinder the progress or completion of work being performed by the other contractors.

No additional compensation will be allowed this Contractor for compliance with the above requirements, nor for any delays or inconvenience resulting from the activities of the other contractors.

1. Contract 60P41 – Pump Station 47 Replacement
2. Contract 60R30 – Roadway Reconstruction, IL Route 59 from New York Street / Aurora Avenue to North Aurora Road
3. Contract 60R31 – Roadway Reconstruction, IL Route 59 from North Aurora Road to Diehl Road
4. Contract 60I31 – Roadway and Interchange Reconstruction, IL Route 59 Diehl Road to Ferry Road

PROGRESS SCHEDULE

Time is of the essence in this Contract. It may be necessary for the Contractor to work longer hours, use additional crews, and work during weekends in order to complete the work within the required time limit. The Contractor shall submit a Critical Path Method (CPM) Progress Schedule for the Engineer's approval before the work can be started.

In the event the Contractor falls more than three (3) calendar days behind the approved progress schedule, the Contractor shall be require to work seven (7) days a week at extended hours in order to meet the specified Completion Date.

The Contractor will not be allowed any extra compensation for working longer hours or using extra shifts; and working on weekends or during holidays; working during winter months, etc., to meet the specified Completion Date.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

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

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

STATUS OF UTILITIES TO BE ADJUSTED

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

Name Of Utility	Type	Location	Estimated Dates for Start and Completion of Relocation or Adjustments
SN 022-W042			
AT&T	Telephone	STA 3911+50, 50 LT to 3911+70, 76 LT	30 Days Relocation Time
Com Ed	Aerial	STA 3911+00, 56 LT to 3914+00, 57 LT	See Note 1
SN 022-W043			
City of Naperville	Aerial	STA 3913+63 88, RT to 3915+45, 81 RT	See Note 1
SN 022-W044			
City of Naperville	Aerial	STA 3920+01, 70 RT to 3920+34, 59 RT	See Note 1
Com Ed	Electric	STA 3920+14, 64 RT to 3922+76, 66 RT	30 Days
SN 022-W046			
AT&T	Fiber optic	STA 3966+99, 84 LT to 3972+00, 55 LT	15 Days
AT&T	Aerial	STA 3970+35, 50 LT to 3970+22, 65 RT	See Note 1

Com Ed	Aerial	STA 3965+36, 89 LT to 3965+33, 104 RT	See Note 1
SN 022-W052			
AT&T	Telephone	STA 4017+18, 69 RT	30 Days Relocation Time
Com Ed/Unite/Windstream KDL	Aerial	STA 4017+14, 39 RT to 4023+26, 36 RT	See Note 1

Note 1 – Aerial lines will remain in service during construction. The Contractor shall exercise caution when working in the vicinity of aerial lines.

Note 2 – There are no utility conflicts anticipated for the City of Naperville’s electric duct bank work included in this Contract. The Contractor shall be responsible to verify the locations of all existing utilities prior to starting any of the City of Naperville’s electrical duck bank work.

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

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

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

Utility Company Contacts:

- AT & T – Contact: Hector Garcia – Tel: 630-573-5465
- AT&T LNS – Contact: Bobby Akhter – Tel: 630-810-6274
- City of Naperville Electric – Contact: Larry Slate – Tel: 630-420-6192
- Com Ed – Contact: David Schacht – Tel: 630-437-2129
- KDL – Contact: Paul Baumann – Tel: 630-925-4751
- Unite – Contact: George Forbes – Tel: 478-832-0669
- Windstream – Contact: Jim Kostuch – Tel: 262-792-7938

EXISTING UTILITIES

The Contractor shall familiarize himself with the locations of all utilities and structures that may be found in the vicinity of the construction. The Contractor shall conduct his operations to avoid damage to the above-mentioned utilities and structures. Should any damage occur due to the Contractor's negligence, repairs shall be made by the Contractor at his expense in a manner acceptable to the Engineer.

The Contractor shall notify all utility owners of his construction schedule and shall coordinate constructions operations with utility owners so that relocation of utility lines and structures may proceed in an orderly manner. Notification shall be in writing, with copies transmitted to the Engineer.

INTERIM COMPLETION DATE FOR NAPERVILLE ELECTRIC DUCT BANK INSTALLATION

The contractor shall complete all electric duct bank installation by October 31, 2013. The work to be completed is as follows:

- Restoration and installation of Naperville Electric's duct bank
- Restoration of curb and gutter, sidewalk, concrete and HMA pavement, driveway pavement disturbed during installation of electric duct bank
- All associated work required for the completion of the above items

FAILURE TO COMPLETE NAPERVILLE ELECTRIC DUCT BANK INSTALLATION ON TIME

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for INTERIM COMPLETION DATE FOR NAPERVILLE ELECTRIC'S DUCT BANK INSTALLATION or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$2,500.00 per calendar day, not as a penalty but as liquidated damages, for each calendar day or portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway and utilities for this contract and adjacent contracts if the project is delayed in completion or the requirements specified in the Special Provision for INTERIM COMPLETION DATE FOR NAPERVILLE ELECTRIC'S DUCT BANK INSTALLATION are not met. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day shown on the calendar and at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

COMPLETION DATE PLUS WORKING DAYS

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, June 27, 2014 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within 5 working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for cleanup work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

RESTRICTION ON WORKING DAYS AFTER A COMPLETION DATE

Effective: January 21, 2003

Revised: January 1, 2007

All temporary lane closures during the period governed by working days after a completion date will not be permitted during the hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m. Monday through Friday.

All lane closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

Failure to Open Traffic Lanes to Traffic: Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable and shall pay to the Department the amount of \$250 per lane blocked, not as a penalty but as liquidated and ascertained damages, for each and every 15 minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. The Department may deduct such damages from any monies due the Contractor. These damages shall apply during the period governed by working days after a completion date and any extensions of that contract time.

PUBLIC CONVENIENCE AND SAFETY (DIST 1)

Effective: May 1, 2012

Revised: July 15, 2012

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

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

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

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

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

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

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: January 1, 2007

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

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

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

STANDARDS:

643001	Sand Module Impact Attenuators
701101	Off-Road Operations, Multilane, 15' to 24" from Pavement Edge
701106	Off-Road Operations, Multilane, more than 15' from Pavement Edge
701427	Lane Closure, Multilane, Moving Operation for Speeds < 40 MPH
701601	Urban Lane Closure, Multilane, 1W or 2W with Nontraversable Median
701606	Urban Lane Closure, Multilane, 2W with Mountable Median
701701	Urban Lane Closure, Multilane Intersection
701801	Sidewalk, Corner, or Crosswalk Closure
701901	Traffic Control Devices
704001	Temporary Concrete Barrier

DETAILS:

TC-10	Traffic Control & Protection for Side Roads, Intersections & Driveways
TC-22	Arterial Road Information Sign

SPECIAL PROVISIONS:

Maintenance of Roadways
Restriction on Working Days After A Completion Date
Public Convenience and Safety (Dist 1)
Traffic Control Plan
Traffic Control and Protection (Arterials)
Temporary Shoulders
Temporary Information Signing

BDE SPECIAL PROVISIONS:

Pavement Patching
Traffic Control Deficiency Deduction

TRAFFIC CONTROL AND PROTECTION (ARTERIALS)

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

Traffic control on IL Route 59 required for the City of Naperville electric duct bank work beyond the traffic control shown in the plans shall be in accordance with applicable Highway Standards. Traffic control on the City of Naperville's roadway's required for the City of Naperville electric duct bank work shall be in accordance with the City of Naperville's traffic control standards included the plans.

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

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

Basis of Payment: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL) including traffic control and protection required for the City of Naperville electrical duct bank work.

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

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)

Revised: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
BNSF over IL 59 in Naperville	134 trains/day @ 70 mph (METRA & AMTRAK)	52 trains/day @ 30 mph
BNSF Railway Company Jones Lang LaSalle 3017 Lou Menk Drive Suite 100 Fort Worth, TX 76131-2800	RR Mile Post: 30.6 RR Sub-Division: First	
DOT/AAR No.: 079551E RR Division: Chicago		
FOR FREIGHT/PASSENGER INFO CONTACT: French Thompson 579-5092		PHONE: 773-
FOR INSURANCE INFORMATION CONTACT: <u>Rosa Martinez</u> 8519		PHONE: <u>214-303-</u>

Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

LAW DEPARTMENT APPROVED

OVERPASS EXHIBIT "C-1"

**Agreement
Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: _____
Agency Project: _____

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, 200_, **[***Drafter's Note: Insert the date of the contract between the Agency and the Contractor here **]** with _____ **[***Drafter's Note: insert the name of the Agency here**]** for the performance of certain work in connection with the following project:

_____. Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for _____ **[insert Agency name here]** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

- ◆ It is agreed that any workers' compensation exclusion does not apply to **Railroad** payments related to the Federal Employers Liability Act or a **Railroad Wage** Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- ◆ The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards must be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

B. Business Automobile Insurance. This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

- C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
- ◆ _____'s statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- D. Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
 - ◆ Endorsed to remove any exclusion for punitive damages.
 - ◆ No other endorsements restricting coverage may be added.
 - ◆ The original policy must be provided to the **Railroad** prior to performing any work or services under this Agreement

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy is primary and non-contributing with respect to any insurance carried by **Railroad**. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) must include a severability of interest endorsement and **Railroad** must be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming **Railroad** as additional insured must be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of **Railroad**. If granted by **Railroad**, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all **Railroad** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor must furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

BNSF RISK MANAGEMENT
2500 Lou Menk Drive AOB-1

Fort Worth, TX 76131-2828
Fax: 817-352-7207

Any insurance policy must be written by a reputable insurance company acceptable to **Railroad** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this **Agreement** has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this **Agreement**. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, **Railroad** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming **Railroad** as an additional insured, and requiring that the subcontractor release, defend and indemnify Railroad to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify Railroad herein.

Failure to provide evidence as required by this section will entitle, but not require, Railroad to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad will not be limited by the amount of the required insurance coverage.

For purposes of this section, Railroad means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with the provisions, obligations, requirements and limitations contained in the Contract and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay for certain trains may be as high as \$50,000.00 per incident.

Contractor and its subcontractors must give Railway's representative (_____) _____ weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

(Contractor)

BNSF Railway Company

By: _____
Printed Name: _____
Title: _____

By: _____
Name: _____
Manager Public Projects

Contact Person: _____
Address _____

Accepted and effective this ____ day of 20__.

City: _____ State: ___ Zip: ___
Fax: _____
Phone: _____
E-mail: _____

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

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. 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 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 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 a detectable concentration which is equal to 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^{-7} 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.”

Qualifications. The term environmental firm shall mean an environmental firm with at least five (5) documented leaking underground storage tank (LUST) cleanups or that is pre-qualified in hazardous waste by the Department. Documentation includes but not limited to verifying remediation and special waste operations for sites contaminated with gasoline, diesel, or waste oil in accordance with all Federal, State, or local regulatory requirements and shall be provided to the Engineer for approval. The environmental firm selected shall not be a former or current consultant or have any ties with any of the properties contained within and/or adjacent to this construction project.

General. This Special Provision will likely require the Contractor to subcontract for the execution of certain activities.

All contaminated materials shall be managed as either “uncontaminated soil” or non-special waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances. The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination.

Phase I Preliminary Engineering information is available through the District's Environmental Studies Unit.

The Contractor shall manage any excavated soils and sediment within the following areas:

1. Station 4020+00 to Station 4021+70 0 to 70 feet RT (Cars Collision Center, PESA Site 1496VV2-40, 1880 LaSalle Avenue). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.
2. Station 3968+50 to Station 3971+30 0 to 80 feet LT (Townhomes, PESA Site 1496V2-65, 504 to 1807 Zephyr Road and 1804 Santa Fe Drive). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Arsenic.

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

Unless otherwise noted in the contract plans, the existing drainage facilities shall remain in use during the period of construction.

Locations of existing drainage structures and sewers as shown on the contract plans are approximate. Prior to commencement of work, the Contractor, at his own expense, shall determine the exact location of existing structures that are within the proposed construction site.

All drainage structures are to be kept free from any debris resulting from construction operations. All work and materials necessary to prevent accumulation of debris in the drainage structures will be included in the contract at no additional cost. Any accumulation of debris in the drainage structure resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Existing frames and grates are to remain unless otherwise noted in the contract plans or as directed by the Engineer. Frames and grates that are missing or damaged prior to construction shall be replaced. The type of replacement frame or grate shall be determined by the Engineer, and replacement and payment for same shall be in accordance with Section 604 and Article 104.02 respectively, of the Standard Specifications unless otherwise noted in the plans or Special Provisions.

The Contractor shall take the necessary precautions when working near or above existing sewers and culverts in order to protect these pipes during construction from any damage resulting from his operations. All work and materials necessary to repair or replace existing pipes damaged because of noncompliance with this provision shall be as directed by the Engineer in accordance with Section 542 or 550 of the Standard Specifications and at the Contractor's own expense, and no extra compensation will be allowed.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers, culverts, or underdrains within the right-of-way other than those shown on the plans, he shall so inform the Engineer who shall direct the work necessary to maintain the facilities in service and to protect them from damage during construction. No additional compensation shall be provided for complying with this requirement.

TEMPORARY SHOULDERS

Description. This work shall consist of constructing a temporary shoulder over an aggregate base at the locations shown on the plans or as directed by the Engineer.

The contractor shall use HMA according to Sections 355, 356, 406 of the Standard Specifications, and other applicable HMA special provisions as contained herein. The HMA mixtures to be used shall be specified in the plans. The thickness of the Temporary Shoulder shall be as described in the plans.

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

The HMA shall be paved on top of Subbase Granular Material, Type B as shown in the plans. The removal of the Temporary Shoulders, if required, shall conform to Section 440 of the Standard Specifications.

Method of Measurement. Temporary Shoulders will be measured in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for TEMPORARY SHOULDERS.

SUBBASE GRANULAR MATERIAL, TYPE B shall be considered included in the cost for TEMPORARY SHOULDERS and will not be paid for separately.

The removal of TEMPORARY SHOULDERS and SUBBASE GRANULAR MATERIAL, TYPE B will be considered included in the cost for TEMPORARY SHOULDERS and will not be paid for separately.

TEMPORARY MANHOLE

This work shall consist of furnishing, installing, maintaining and removing manholes, frames, grates and lids of the size and type specified and at the locations shown in the plans for the purpose of providing positive pavement drainage during construction. This work shall be performed in accordance with Section 602 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per each for TEMPORARY MANHOLE.

Frames, grates and lids for temporary manholes will not be paid for separately and shall be included in the contract unit price for TEMPORARY MANHOLE.

The removal of temporary manholes will not be paid for separately and shall be included in the contract unit price for TEMPORARY MANHOLE.

MANHOLES, TYPE A, 10' DIAMETER, TYPE 1 FRAME, CLOSED LID

Description. This work shall consist of the installation of Type A manholes of 10' inside diameter, at the locations shown in the plans, in accordance with applicable portions of the Standard Specifications. Each shall include a Type 1 frame and closed lid at no additional cost.

Materials. Manhole shall conform to Highway Standard 602421-03 with the following revisions to dimensions:

- (a) 10" minimum wall thickness
- (b) 10' inside diameter

Basis of Payment. This work will be paid for at the contract unit price per each for MANHOLES, TYPE A, 10' DIAMETER, TYPE 1, CLOSED LID.

ARCHITECTURAL FINISH FOR RETAINING WALLS

This work consists of providing an architectural finish on retaining walls in accordance with the details shown in the plans and the Special Provisions.

Forms shall be constructed so that the completed concrete structures conform to the shape, lines and dimensions of the members as shown on the plans. Forms shall be properly braced or tied together to maintain position and shape. Forms shall be made sufficiently tight to prevent leakage of mortar.

Formliners shall be used to obtain the architectural finish on the retaining walls. Formwork shall have the strength and stability to ensure finished concrete dimensions within the tolerances specified herein. The quality of the formwork shall be maintained throughout the entire project.

Variations in dimensions for the wall sections with an architectural finish shall be within the following tolerances: the width and depth of joints shall be within $\pm 1/8$ inch (3 mm), the location of the joints shall be within $\pm 1/2$ inch (13 mm), the maximum variation of a joint from a straight line shall be $\pm 1/4$ inch (6 mm) in 10 feet (3 meters).

The Contractor shall submit proposed construction procedures for the architectural finish on the outside face of retaining walls. The Contractor's method of obtaining the surface texture specified on the plans shall be subject to approval by the Engineer.

Upon approval of the construction procedures by the Engineer, the Contractor shall pour a 30 foot (9 m) long test section of retaining wall at a location directed by the Engineer. The test section shall be constructed to match the architectural finish of the retaining wall mock-up constructed by Contract 60P41 which is located within Pump Station No. 47 construction site. After removal of the formwork, the Engineer will examine the test section of the wall and instruct the Contractor if the architectural finish is acceptable or if future wall sections need further modifications. If necessary, the Contractor shall pour additional test sections of wall at locations designated by the Engineer until a wall section meets with the Engineer's approval. The architectural finish of all subsequently installed wall sections shall match the approved test section. All deviations from the approved architectural finish shall be repaired by the Contractor at no additional cost to the Department.

The Contractor shall notify the Engineer at least 40 hours prior to placing concrete. Concrete shall not be placed until the Engineer has inspected the formwork and the placement of reinforcing bars for compliance with the plans.

Method of Measurement. Architectural finish will be measured in place and the area computed in square feet (square meters). The dimensions used to compute the area of architectural finish will be the dimensions indicated on the plans or directed by the Engineer which outline plane area. Measurement will not be made on the actual surface area of architectural finish.

Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for FORM LINER TEXTURED SURFACE.

FIELD SPLICING OF SOLDIER PILES

The cost of any field splices in the retaining wall soldier piles required due to the aerial utility lines will not be paid for separately, but shall be included in the cost of "Furnishing Soldier Piles" of the type specified.

CITY OF NAPERVILLE ELECTRICAL DUCT BANK SPECIFICATIONS

The following Special Provisions supplement the Department's Standard Specifications adopted January 1, 2012, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways in effect on the date of invitation for bids and the Department's Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of proposed electrical duct bank work. In case of conflicts with any part, or parts these documents, these Special Provisions shall take precedence and shall govern.

INDEMNIFICATION

The Contractor shall include the City of Naperville and City of Naperville's Consultants and the officers, employees, and agents of each and any of them in his indemnity obligations required by Article 107.26 of the Standard Specifications.

INSURANCE

The Contractor's comprehensive general liability insurance required by Article 107.27 of the Standard Specifications shall include as additional insured's the City of Naperville and the City of Naperville's Consultants and all of whom shall be listed by name as additional insured's and include a specific endorsement established that said coverage is primary and non-contributory as it relates to the named additional insured's, and include coverage for the respective officers and employees of all such additional insured's, and shall cover the Contractor's indemnity obligations under Article 107.26 of the Standard Specifications.

In addition to the insurance coverages required by Article 107.27 of the Standard Specifications, the Contractor shall also purchase and maintain umbrella liability coverage in an amount not less than \$3,000,000. Such coverage shall include but not limited to, excess coverage for the Worker's Compensation, Comprehensive General and Automobile Liability policies. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Naperville for all work performed by the Contractor, its employees, agents and subcontractors.

In addition to delivering certificates of insurance in accordance with Article 107.27 of the Standard Specifications, the Contractor shall also deliver to the City of Naperville, with copies to each additional insured, certificates of insurance which the Contractor is required to purchase and maintain in accordance with Article 107.27 prior to the execution of the contract. The Contractor shall also deliver to the City of Naperville, with copies to each additional insured, copies of all endorsements to the insurance policies within 30 calendar days after the execution of the contract or prior to final payment, whichever comes first.

LIMITATIONS ON ENGINEER'S AUTHORITY AND RESPONSIBILITIES

The City of Naperville will furnish a Project Engineer and a Project Coordinator to assist the Engineer in providing job-site observation of the Contractor's Electrical Duct Work. The Project Engineer and Project Coordinator will assist the Contractor with interpretation of the Plans and Specifications, observe in general if the Contractor's Electrical Duct Work is in conformity with the Contract Documents, and monitor the Contractor's progress as related to the date of completion. The Engineer and the City of Naperville will not supervise, direct, control or have authority over or be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. The Engineer and the City of Naperville will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

The Engineer and the City of Naperville will not be responsible for the acts or omissions of the Contractor or any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

These limitations on authority and responsibility set forth herein shall also apply to the Engineer's and City of Naperville's Consultants, Project Engineer, Project Coordinator and assistants.

GENERAL CONDITIONS FOR THE CITY OF NAPERVILLE ELECTRIC DUCT BANK WORK

This project includes the installation of approximately 24,000 lineal feet of 6" diameter Schedule 40 PVC conduit in concrete/FA-2 encased duct bank, manholes, Switch Gear Vaults, transformer vaults, fuse module vaults, landscape restoration, field documentation, and miscellaneous items from North Aurora Avenue, to Jefferson Avenue. For a complete job, see City of Naperville Electric Construction drawings, Details, and Standards.

The Contractor is to provide all labor and materials required to modify, and install, any underground conduit system, electric manholes, switch gear vaults, fuse module vaults, transformer vaults and pedestals.

The Contractor will also provide excavation, backfilling, labor and equipment required for a complete job.

The Contractor is to consider parts or all of alleys, roads, easements, and drive way entrances that are in the City of Naperville, as being the right-of-way.

The Contractor is to provide restoration and to maintain all temporary facilities, and existing services.

The Contractor is responsible for transferring, relocating existing facilities, support and protection of existing facilities to complete this project as needed. This work is considered part of the project and no extra compensation will be given.

The Contractor's personnel shall be trained in confined space entry, tag in – tag out procedures and be qualified to work on, near or around 12kV to 138kV overhead facilities or 12kV to 34.5kV underground facilities. All employees shall be O.S.H.A trained in live line work.

Materials supplied by the City of Naperville and installed by the Contractor are those necessary to install the concrete/FA-2 encased duct bank system, and vaults and include, but are not limited to: 3", 5" and 6" diameter PVC conduit, 3", 5" and 6" steel/fiber glass or PVC bends, switch gear vaults, transformer vaults, fuse module vaults, riser attachments, top, bottom and intermediate spacers, couplings, warning tape, glue, detectable tape, manhole grounding system, switch gear grounding system, solvent cement, marker balls, plugs, p-line, pre-cast concrete manholes, concrete adjusting rings, frames and covers.

Field Documentation - Construction Layout: The Contractor shall obtain and direct the services of a land surveying company to perform the construction layout and documentation of all work performed.

The work is to be measured and field documented and shall show the relocation of DPU-E facilities to the neat line as shown on the drawings by the open cut trench method, plus vaults and manholes.

The surveyor is required to establish and label the limits of the rights of way, limits of the easements, limits of excavation, property lines, stationing, and elevations. The surveyor is to locate the center of duct runs, provide and label stakes every 50 feet along the conduit route as shown in the construction drawings.

Wooden stakes shall be driven at a minimum of 50-foot intervals and/or at a sufficient number of locations to give the Contractor a construction line and grade to follow for relocation of DPU-E facilities, and stay within the limits of the rights-of-way and/or easement.

The surveyor shall record the location of all new facilities as being installed and measure distances from the established right of way lines, this includes trench widths, depths, and lengths, manholes, transformer vaults, fuse module vaults, and switch gear vaults.

The surveyor will provide elevations, prepare profile of trench bottom with stationing, offsets, and angles. The surveyor will monitor the progress of the work to ensure the conduit duct bank stays within limits of the rights-of-way and/or easements, and will verify that the conduit run does not exceed 235 degrees of bends in 750 feet.

All fences, monuments, curb and gutter and obstructions shall be identified and recorded showing all measurements to the new duct and relative position on the right of way.

The surveyor on a plan view shall measure on a straight line, from point to point.

The surveyor shall measure, identify, and record all installed lengths of conduit to the nearest tenth of an inch. This will include measurements from transformer vault to transformer vault, from transformer vault, to switchgear vault, from switch gear vault to face of manhole, and from face of manhole to face of manhole, and etc.

All vaults and manholes shall be centered and the perimeter staked to allow for the installation of the new conduit directly into the vault.

All excavations shall be dimensioned, provide line and grade, elevations top and bottom of excavation based on a bench mark, and provide depth of digging. Excavation will be identified and tied into existing streets, monuments, right of way lines, and home addresses.

This Information is required for each and every excavation, which includes calculated volumes dimensions of all pits, vaults, trenches and other excavations required to perform the work.

A field book record including the information above plus showing, the day, dates and what type and quantity of work was performed shall be furnished to the City of Naperville DPU-Electric upon completion of the work.

Sequence of Work: The Contractor is advised the Work may not be performed in a guaranteed sequence to the liking of the Contractor. There is no guaranteed number of vaults, handholes, manholes, risers, or feet of conduit or cable to be installed, removed or supported.

The Contractor shall be required to move to meet customer requests, weather conditions, street improvements, utility conflicts, sewer requirements, and etc.

The information received by the Contractor at the beginning of this project is the best available at the time, and is subject to change.

The Contractor is advised other work may be planned or is under construction at the site due to utility system failures or upgrade, and road improvements. Therefore other contractors may be in the area performing various types of work for other utility companies or road improvements.

Also, the Contractor is to be aware of truck drivers making deliveries to the various commercial properties.

The Contractor shall make arrangements with other contractors in the area to coordinate, reschedule, and make accommodations, for all work, at no additional cost to the Contract.

The Information of other scheduled work may be obtained from permits by IDOT, City of Naperville Department of Transportation Engineering and Development, or the City of Naperville Department of Public Utilities – Water/Waste Water.

The Contractor's time table is based on their ability to inform the Engineer, and the property Owner's (renters) of the proposed work in addition to the work schedule.

Upon completion of Work, the Contractor is to perform the restoration of the properties to the same or better condition, in a satisfactory time frame.

Changes in Work: The City of Naperville shall have the right to make any changes to the contracted work. The quantities of items included in the Contract shall be increased or decreased accordingly for any changes in the work. If there are no items included in the Contract which cover the changes in work, the Contractor shall be compensated in accordance with Section 109.04 of the Standard Specifications.

Utilities: Every reasonable effort has been made to locate subsurface obstructions from available records, as shown on the plans. The Contractor will call Joint Utility Locating Information for Excavations (J.U.L.I.E.) at Tel: 1 (800) 892-0123, prior to any excavation. The Contractor is advised that not all utilities are a member of J.U.L.I.E. Therefore the Contractor must contact all agencies concerning utility locations.

The Contractor shall be solely responsible for exact location of and avoiding all utilities.

The Contractor shall, in advance of excavating, or trenching, will determine the exact location of existing utilities and underground structures to avoid delays and problems with the installation of duct banks or conduit alignments. The Contractor shall perform this work by prospecting, pot holing, and hand digging, no later than two (2) workdays prior to any scheduled excavation. No additional compensation will be paid for any delay due to locating or missed locates.

The Contractor will take all precautions against damaging existing utilities. However, in the event of damage to an existing utility, the Contractor will immediately notify the responsible official(s) of the organization operating the damaged utility. The Contractor shall also notify the Engineer.

The Contractor will then lend all possible assistance in restoring service and will assume all cost, charges, or claims connected with the interruption and repair of such damage.

The Contractor's crew(s) shall remain on site until the service is restored or is relieved by another crew. The Contractor shall locate all damaged, utilities by excavating.

In the excavation and installation of duct banks, conduit runs, transformer/fuse module/switch gear vaults and manholes, all existing utilities, including water pipes, sewer pipes, gas pipes, oil lines, vaults, poles, riser, electric transmission lines, conduits, telephone pole lines, conduits, T.V. cables, service connections, etc., will be protected, supported and maintained in service and restored to the condition in which they were found.

The Contractor will not be paid for expenses incurred for locating and supporting existing facilities as required for the construction of duct banks and/or manholes. This work shall be considered included in the Contract unit price for the items being installed. Also the Department and the City of Naperville Department of Public Utilities – Electric will not be responsible for delays due to locating utilities, the adjustment of the proposed electrical duct work to avoid conflicts with existing utilities or any other obstructions or the relocation of existing utilities.

The Contractor is advised energized overhead lines (distribution and transmission) will be in the work area. They will remain energized for the duration of the project. Contractor will work around lines and any costs incurred by doing so, are included in the cost of the various items of work. The Contractor's personnel shall be trained to work around underground cable or overhead conductor per O.S.H.A regulations.

Facilities Provided on Site by the Contractor: The Contractor shall supply a sufficient number of ground resistance testers for testing grounds at each switch vault, manhole, and handhole location. (AEMC testers) Testing equipment can be purchased by the Contractor from Mitchell Instrument Company model# C43730, phone # 800-270-2690. This model should be used for fall potential method or clamp on method.

Rod and Mandrel: The Contractor shall provide metal or wooden mandrel's of sufficient numbers, sizes, and shapes to fit all the conduit sizes and conduit types on this project.

Contractor to review the material sheets provided in the drawings by the City of Naperville: The Contractor shall supply all materials not supplied by the City of Naperville that is required for a complete job. All material costs are included in pricing for each bid item.

The City of Naperville furnished materials will be loaded, transported and unloaded by the Contractor, from the City warehouse at 1392 Aurora Avenue, to the job site.

Pre-cast concrete manhole sections will be delivered to the site by the City of Naperville's supplier. The Contractor shall be responsible for scheduling delivery time and locations with the City of Naperville's supplier. All equipment and labor associated with unloading the pre-cast concrete manhole sections will be the responsibility of the Contractor.

The Contractor will properly store and protect all materials on site. Any miscellaneous materials not supplied by the City, but necessary to complete the work as shown on the Plans, as directed by the Engineer, or as specified herein, will be supplied by the Contractor and considered included in the cost of the various items of work. Materials issued by the City but not used in the course of the job shall be promptly returned to the City.

The Contractor shall notify the Engineer and the City of Naperville in writing, before commencement of work, any material shortages required to complete the project. No claims for extra compensation will be considered for cost incurred because of lack of adequate materials. (See attached drawings)

Failure by the Contractor to inventory the materials prior to the start of work, and inform the Engineer and the City of Naperville's Project Engineer in writing of discrepancies, will indicate to the Engineer and the City of Naperville's Project Engineer that all materials are correct in size, quantity, and type, to finish all the work required for a completed project.

The Contractor is responsible for obtaining permission from the City of Naperville's Engineer for proposed temporary outages of the Electrical system prior to entering City of Naperville facilities. (72 to 96 hours in advance)

Contractor shall prepare a schedule of all activities for electrical work within 10 days after the award of this project and noticed to proceed has been given, for approval by the Engineer and the City of Naperville.

The Contractor will not be allowed inside the stockyard without being accompanied by warehouse personnel.

The Contractor shall apply for material pick-up, once the WF# of the project is issued to warehouse employees.

Material pick-up will only be allowed between Mondays – Friday from 7:00 A.M. to 3:00 P.M. No Saturday or Sunday pick-up will be allowed.

The warehouse is closed daily from 12:00 P.M. to 1:00 P.M. Between 7:00 A.M. and 8:00 A.M., on the last 3 days of April for inventory.

Public utility crews will be loaded first. After they are loaded material will be released on a first come first serve basis.

Material will not be loaded on trucks or trailers without proper restraints to secure materials for public safety on the roadways. Warehouse will not supply straps or restraints.

There will be no additional cost to the Contract because of the rules set up to obtain material from the warehouse.

The Contractor shall document and verify the quality, quantity, and type of all materials supplied by the City of Naperville and its suppliers. Material taken off site of the City of Naperville's Warehouse or its suppliers store houses by the Contractor will be deemed to be acceptable and any damage of these materials found at time of installation will be considered neglect of the material by the Contractor. The Contractor will be required to compensate the City of Naperville for the cost of the replacement material provided to them by the City of Naperville at no additional cost to the Contract. No time extension will be allowed for any delays in the work cause by the City of Naperville having to provide replacement materials. If the Contractor believes the material to be damaged at time of pick-up, the Contractor shall refuse acceptance of the material and notify the Engineer and the City of Naperville's Engineer.

For additional types of material other than that which is issued for this project, contact the City of Naperville (Project Engineer) Brian Chamberlain (630) 420-6653 or (Project Coordinator) Paul Michalowski at (630) 305-5227 or (Senior Electrical Engineer) Larry Slate at (630) 420-6192. For general warehouse questions the contractor shall contact Terry Skala at (630) 420-4136.

No additional compensation will be allowed for installation of the inappropriate type of materials supplied by the City of Naperville.

Handling of Materials: Proper equipment, tools and facilities shall be provided and used by the Contractor for the inspection of the various items of work.

Pipe, fittings, vaults, manholes and other accessories shall at all times be handled with care to avoid damage. In loading and unloading the Contractor will follow the recommendations of the manufacturer. Under no circumstances will they be dropped or rolled off the truck.

All pipes, fittings, manholes and other accessories shall be carefully lowered into the trench piece-by-piece in such manner as to prevent damage.

Remove dirt, excavated materials or other foreign matter from the interior of conduits, vaults, and manholes before laying. Keep clean until the completed various items of work are ready for acceptance.

Ovaling of HDPE Conduit Furnished by the City of Naperville: The Contractor when installing HDPE conduit is to limit the amount of conduit being oveled by the installation process. The Conduit being pulled out from an exit pit shall be controlled so as not to oval the conduit. The conduit is required to be round to allow the installation of couplings, steel pipes or bends.

Force fitting of round conduit on to oval conduit is not acceptable. To provide a round connection for the HDPE, the HDPE has to be cut back to where the conduit is round. In the process of cutting the HDPE back a large amount of scrap can be generated. The Contractor is advised the conduit supplied by the city is furnished 7% over the required amount to allow for some ovaling. In the event the amount of conduit scraped exceeds 7% the Contractor shall furnish and install all remaining HDPE conduit at the Contractors cost to finish the Project. The use of straight 40-foot lengths of HDPE is not acceptable.

Disposal of Surplus Material: The Contractor is prohibited from burning any material on or adjacent to the improvement. All excess, excavated or waste material resulting from the Contractor's work shall be hauled away from the project site, and deposited at legal dumpsite(s) provided by the Contractor. No extra compensation will be allowed to the Contractor for any expense incurred by complying with these requirements.

Warning to the Contractor's Employees: The City of Naperville Department of Public Utilities – Electric is in the business of distribution and transmission of electric power. The Contractor shall warn their employees against the hazards of such an operation. Neither the Contractor's nor sub-contractors' employees shall enter any part of the DPU-Electric facilities, other than the places where the work is being done. The Contractor shall so instruct their employees not to touch, move, manipulate, or tamper with any wires, gas pipes, fixtures, machines, appliances or equipment of the City of Naperville without express permission from the Engineer or the City of Naperville's Project Engineer.

Energized Lines; General Requirements: The Contractor is advised energized overhead lines are in the work area. They will remain energized for the duration of the project. Contractor will work around lines and any costs incurred by doing so are included in the cost of the various items of work. The Contractor personnel shall be trained to work around underground live cable or overhead live conductor per O.S.H.A regulations. The Contractor will have on the job site have two (2) qualified 12kV line electricians trained and experience to perform work on energized equipment and cables for the duration of the project. Upon request the two electricians shall be able to provide all references and certification of the ability to perform 12kV electrical work. This includes all confined space training, CPR training and Tag in/ tag out procedures to the satisfaction of the City of Naperville. The Contractor must request outages a minimum of 72 hours in advance of the required work to be started.

Safety Pre-cautions: Some construction along the route shall be done in close proximity to existing energized conductors as well as lower voltage distribution circuits. Due caution shall be taken to prevent accidental contact with or damage to any part of these facilities. It shall be the Contractor's responsibility to locate and identify all facilities by hand digging and/or machine aided digging as deemed necessary. The Contractor shall consider all electric lines overhead or underground **energized at all times.**

Temporary Utilities: Should the Contractor wish to use utilities (including electric and water) on a temporary basis to carry out the work specified herein, the Contractor shall make all arrangements necessary and shall pay all costs associated with connection to the utility. The Contractor shall also arrange to meter and to pay for all electric service. There will be charges for water usage. It should be noted that telephone use shall be made on a separate telephone number from that of the City. The Contractor shall pay for all telephone service in connection with his construction.

Water for Construction Purposes: City water for construction purposes will be available to the Contractor at his cost according to the rates in effect at the time of usage. The Contractor will use water only from a location approved by the Naperville Department of Public Utilities (NDPU) Water and Wastewater. If approved, the procedure for securing the City meter is:

The Contractor shall contact:

NDPU - Water and Wastewater
North Operating Center (N.O.C.)
(630) 305-5263
1200 W. Ogden Avenue
Naperville, Illinois 60563-2918

The Contractor shall submit to the NDPU a check payable to the City of Naperville for \$150.00 as a deposit and sign out for three-quarter inch (3/4) water meter or \$500.00 for a fire hydrant meter that will fit a 3" hose. Upon completion of the project, or whenever the water meter and water are no longer required, the Contractor shall return the meter in good condition to the same location. The balance of this deposit will be processed for repayment after the deduction of the money charged towards the number of gallons of water used.

Excavation: Broken pavement, brush, stumps, roots, rubbish, garbage, trees and other above ground obstructions in the right-of-way that will interfere with construction will be removed from the site. Stones, boulders and solid rock from the excavation should be completely removed from the area and no stones will be used as backfill within two feet of the conduit line. All materials removed from the site will be deposited in approved landfill areas.

Safeguard from damage, surveying monuments, property pins, mail boxes, and similar items. If damaged or disturbed by construction operations, the Contractor will pay for the cost of restoration by a registered land surveyor, as approved by the Engineer, and the City of Naperville. This work shall be included in the contract unit cost of LANDSCAPE RESTORATION.

The Contractor will remove the surface materials only to such widths as will permit a trench to be excavated which will afford sufficient room for efficient and proper construction. Where sidewalks, driveways, pavements and curb and gutter are encountered, care will be taken to protect such against damage or disturbance to areas beyond the working limits.

Any damage to areas outside the work limits will be repaired by the Contractor at no additional cost to the City of Naperville. This includes all sidewalks that are cracked, bent, tilted, sunken, chipped or broken due to construction. Also included are grass areas, driveways, and roads that may be damage due to construction.

All street surfaces that are disturbed due to trenching shall be removed and replaced for the entire length of the trench. This includes installation, removal and disposal of all materials. This work shall be paid for at the contract unit price of CLASS D PATCHES, of the required type, 12 INCHES. All parking lot surfaces and driveways that are disturbed due to trenching shall be removed and replaced for the entire length of the trench. This work shall be paid for at the unit price for PAVEMENT REMOVAL, HOT-MIX ASPHALT BASE COURSE, (VARIABLE DEPTH) and HOT-MIX ASPHALT SURFACE COURSE, MIX "D" N50. The replacement width for the street and parking lot surfaces shall be in accordance with the plan details.

Where working space will permit, trenches may be excavated by machine, provided that public and private improvements will not be subjected to an unreasonable amount of damage or nuisance. If however, excavation by machine methods cannot be made without damage being done to public and private improvements, hand excavation will be employed.

The Contractor is to take all risk as to the quality of the excavation, its condition as to the presence or absence of water, and all contingencies attending the various item of work.

The trench will be excavated to the alignment and depth required. The length of open trench will not exceed 100 feet from the forward cut to the completely back-filled trench nor will the same trench obstruct more than one street crossing at a time.

The minimum cover over the duct bank will be three feet six inches (3'-6") unless otherwise noted on the plans or as directed by the Engineer or the City of Naperville project engineer. The trench will be completely backfilled to the last duct bank section or conduit joint (not to exceed 10 feet of open trench) at the end of each day operations.

The trench width will be indicated in the trench section details. This is to allow the duct bank or conduit to be laid, jointed, supported and encased, backfilled, and compacted properly. Vertical sides are required where the nature of the excavated material and depth of trench will permit.

When encountering boulders, large stones, rock or shale, such materials will be removed to provide a clearance of at least 6 inches below and at least 6 inches on each side, all parts of the duct bank, conduit, or structures. Where the trench is excavated in rock or shale, the 6 inch space below the duct bank, conduit or structures will be filled by hand with approved granular backfill (or other approved material) firmly compacted to form a cushion. This work shall be considered included in the contract unit price for the items being installed.

The trench will have a flat bottom conforming to the grades to which the duct bank is to be laid. The trench will be excavated to a depth of a minimum of 2 inches below the established grade line of the bottom of the duct bank and that space between duct bank (bottom of concrete encasement) and trench bottom will be filled with granular material as specified.

The duct bank will be laid upon granular material to have a bearing for its full length. Any part of the trench excavated below the grade will be corrected with approved granular material firmly compacted.

The Contractor will make all necessary arrangements of disposal areas for excavated materials and will pay all costs included in to securing permission for their use. The Contractor will dispose of all surplus excavated material without cost to the contract, other than as reflected in the bid prices. Stockpiling of excavated materials on-site will not be allowed overnight without approval of the Engineer.

When excavated material is suitable for backfill material, it will be stored in such a manner as to create a minimum of obstruction or hazard to traffic. The Engineer or the City of Naperville's Project Engineer shall determine if the excavated material is suitable for backfill. Failure to receive approval requires the material shall be removed from the trench.

When excavated material is not suitable as backfill, it will be loaded directly onto trucks for removal from the site. No excess excavated material will be stored on any public property or right-of-way. Such material will be disposed of either at a properly licensed landfill or on such other private property as the Contractor may determine, subject to the consent of the Owner thereof, and the approval of all relevant governmental agencies. Notification of all disposal areas must be given to the Engineer prior to start of work by Contractor.

The Contractor will keep the trenches free from water during the progress of duct bank or conduit installation. No conduit will be laid in water, nor will water come in contact with conduit connections. The Contractor will take such precautions as are necessary to comply with these provisions either by bailing or pumping, if necessary. The prevention of leakage will be considered of prime importance, and all practicable precautions will be insisted upon.

The Contractor is advised that stratified rock may exist from 6'-0" to 15'-0" below grade and solid rock may exists from 15'-0" to 30'-0" below grade. This work shall be preformed in accordance with Section 502 of the IDOT Standard Specifications except as herein.

Rock excavation shall include all hard, solid rock ledges, bedded deposits and uncertified masses and all conglomerate deposits or any other material so firmly cemented that, in the opinion of the Engineer, it is not practical to excavate and remove same with a 225 net flywheel horsepower hydraulic backhoe or equal.

Only except after continuous use of pneumatic tools or hammering. No soft or disintegrated rock which can be removed with a pick, grinding or jack hammer (40pounds): no loose, shaken or previously broken rock; and no rock which may fall into the excavation from outside the limits of excavation will be classified as rock excavation.

Rock excavation shall also include all rock boulders necessary to be removed having a volume of three cubic yards or more.

When rock is encountered, the Contractor shall strip the earth from the rock, and notify the Engineer to measure the material before removal.

Any rock that has been removed prior to measurement by the Engineer will not be classified as rock excavation. To be classified as rock, the material shall meet a very high RDQ classification.

Payment will be made for rock excavation only within a line eighteen inches outside the concrete walls of the manhole or within the limits of a trench one foot wider than the width of duct bank.

In case of trench excavation, and to a depth six inches below plan elevations for bottom of foundation or duct bank, or to the exact limits of rock cut contours or cross sections.

The use of explosives will not be permitted with any type of rock excavation.

Payment for rock excavation shall be in accordance with Section 109.04 Standards Specifications. This price shall be full compensation for furnishing all materials; for all preparation, excavation and disposal of rock; and for all labor, equipment, tools and incidentals necessary to complete the item. The Contractor will be required to provide dump tickets.

Braced and Sheeted Trenches: Open-cut trenches will be sheeted, braced or otherwise constructed as required to protect the various item of work as determined by the Contractor. A sand box or trench shield may be used in lieu of sheeting. When close sheeting is used, it will be so driven as to prevent adjacent soil from entering the trench either below or through such sheeting.

Sheeting will be required for excavation within the pavement area or within ten (10) feet of the pavement edge, where the excavation lies below a one to one (1:1) slope line extended from the pavement edge.

Alignment and Grade: All duct banks and conduits will be located as shown on the Plans. When approved by the Engineer and the City of Naperville's Project Engineer, alignment and/or grade may be changed to pass around, over, or under obstructions. Such adjustments will be considered included in the cost of the various items of work.

The City of Naperville's Project Engineer will provide the Contractor with the location of the proposed manholes, vaults, hand holes, wood poles and electric duct bank. Once these items are located the Contractor will bear the full cost of any subsequent relocations.

The Contractor shall have a registered land surveyor stake the right-of-way, structure locations, and conduit alignment. Also the Contractor will follow the construction phase to be sure the material is installed within the right-of-way. The surveyor shall provide as-built drawings to the City of Naperville

Easements and Permits: The City will make available all necessary right of ways in advance of construction any exceptions will be so noted in the pre-construction meeting.

The City of Naperville will, prior to the start of construction, apply for necessary State, County and Township permits and easements on public and private properties, as required to perform the work outlined under this contract.

It shall be the Contractor's responsibility to obtain the necessary permits prior to beginning construction and conduct his operations in such a manner so as to comply with all provisions and conditions of the permits and easements. Any cost associated with obtaining the necessary permits shall be considered included in the contract unit price for the electrical conduit work items.

The Contractor shall also provide performance bonds and insurance required of him by the permits and easements. The cost of providing bonds and insurance and complying with the provisions and conditions of the permits and easements shall be considered supplementary to the cost of construction.

The Contractor shall be furnished with copies of all applicable easement agreements as executed by the City of Naperville. It shall be the Contractor's responsibility to keep all materials and machinery within easements that have been provided as shown on the plans and liability rests with the Contractor for damage to any area outside and inside of said easements.

Restoration, General Requirements: This work will include the replacement of facilities to be equal to or better than the conditions at the beginning of this project.

This includes the removal, installation, temporary installation and material disposal of all: sidewalks, bike paths, street lights and cables, pavement, curb and gutters, trees, shrubs, vines, seedlings, flowers, mulch, fencing of all types and styles, decorative stonework, modular walls, sprinkler systems, dog fences, salt tolerant sod/class 1A seed, 6" of black dirt (pulverized), watering, fertilizing, mowing, road signs, traffic control, and all landscaping necessary to restore the non-paved work areas, or paved areas to a condition equal to or better than that which existed prior to the installation of the City of Naperville electric duct bank, manholes, handholes, pole risers, and vaults as shown on the plans and as directed by the engineer.

Once the locations of the electric duct bank, risers, handholes, vaults and manholes have been determined, the Contractor will arrange to do an inventory of all trees, sidewalks, curb and gutters, shrubs, vines, seedlings, flowers, mulch, fencing, decorative stonework and landscaping. These items will be recorded as to type, quantity and location. This inventory will define the items to be replaced. These requirements will be considered included in the cost.

Items to remain in place will be protected as directed by the Engineer. All trees not designated for removal in the limits of construction will have their trunks protected by two by four (2x4) lumber secured regularly around the trunks and extending a minimum of six (6) feet up the trunk. Trees will be trimmed as directed by the Engineer. All salvageable items will be removed, stored and reinstalled as directed by the Engineer. Requirements for these provisions will be included in the cost of this item.

Any items removed or damaged outside the construction limits established above will be replaced at the Contractor's own expense. All tree trimming and repair of wounds will be performed under the supervision of an experienced registered landscape architect/arborist.

All the above work is considered as part of restoration and included in the unit pricing

All other surface areas damaged by the Contractor that are outside the scope shall be restored to the satisfaction of the Engineer and the City of Naperville at the contractor's own expense. All work by the Contractor shall meet all of the above criteria and specific specifications for a specific restoration activity.

VIDEO TAPE

Description: This work shall consist of providing all labor and provide all materials to video tape the entire electrical construction area route including audio commentary of existing conditions.

The Contractor shall provide a video and audio at the beginning of the project covering the entire project and a video when the project is completed.

The Contractor shall make a careful examination of the location, field traverse the entire route of the project.

The Contractor shall observe and note existing site conditions and nature of the proposed work, as well as the drawings and specifications, and all other Contract Documents in connection with the work and services to be performed under this Contract.

Furthermore, the contractor shall make a thorough investigation of the potential interference's and difficulties that may be encounter such as, underground utilities, trees, fences, gardens, shrubs, out buildings, landscaping, but not limited to, road conditions or boulders and debris along fence lines for the proper and complete execution of all work specified herein and/or shown or called for on the drawings.

The video shall be recorded on VHS or DVD. Two (2) copies of each presentation shall be provided. All video's to be compatible with the City of Naperville playback system, legible, in color, clear and identified by date time and location and direction.

The Contractor shall video the entire Right of way and 40 feet from the center line of the conduit route.

The Contractor shall walk the right of way and video all evergreens, trees and fences in their natural state and show length height and depth. The video shall pick up all land features, houses, driveways, curbs and gutters, fire hydrants, sidewalks, street markings, berm(s), landscaping etc. for a complete representation of what is within the work area.

To recap, the Contractor shall provide all pictures with dates and times and direction and verbally document the locations.

Method of Measurement and Payment: This work will not be measured or paid for separately. The cost of this work shall be included in the contract unit price of the items being installed which are related Naperville Electric duct bank work.

LANDSCAPE RESTORATION (DPU-ELECTRIC)

Description: This work shall consist of restoration work of the project site not otherwise covered by specific contract pay items. The Contractor shall provide landscaping and tree work performed by a registered certified landscaper.

The restoration work shall include all landscaping work including transplanting, temporary work, removing, installing, grading, re-grading, hauling, unloading, storing, placing, hand digging, clearing, grubbing, pruning, trimming, shaping, planting tree(s) and evergreen(s), removing, transplanting, and planting bushes, trees, and plants, bush pruning, raking, watering trees, gardens, flowers, bushes and evergreens; fences of all sizes, excavated materials shall be removed off-site, dog fences, security systems, alarms, sprinkler systems cable TV phone cables, removing and reinstalling decorative stone and modular walls, cobbles and any other landscape or surface features.

The Contractor shall make a careful examination of the location, field traverse the entire route of the project, observe and note existing site conditions and nature of the proposed work, as well as the drawings and specifications, and all other Contract Documents in connection with the work and services to be performed under this Contract.

Furthermore, the Contractor shall make a thorough investigation of potential interference and difficulties that may be encountered such as, underground utilities, trees, fences, gardens, shrubs, out buildings, landscaping, but not limited to, road conditions or boulders and debris along fence lines for the proper and complete execution of all work specified herein and/or shown or called for on the drawings.

Lack of knowledge of existing conditions or foreseeable conditions that will create difficulties or encumbrances in the execution of the work shall not be acceptable as an excuse for any failure on the part of the Contractor to fulfill in every detail all of the requirements of the restoration.

Furthermore, a lack of knowledge will not be accepted as basis for any claim whatsoever for additional compensation and/or a time extension.

The Contractor shall perform all labor plus furnish and install all materials to restore all of the City of Naperville's right of ways and easements to the original or better condition.

The Contractor is advised the property owner(s) shall be contacted and consulted on each and every area of landscaping to be performed by the Contractor. An agreement by the property owner(s) as to be quality and quantity of the work is essential for acceptance of the restoration by the City of Naperville

The Contractor is advised the property owner(s) must be satisfied with all aspects of the restoration. The Contractor shall start all areas that have been disrupted, dug on, compacted, or otherwise used by the Contractor's activity. All restoration shall begin within three weeks after the initial entry onto the customers' property. The Contractor shall make every effort to finish each parcel of property in an orderly and continuous effort to the finish. Large lapses of time from starting to finish are not acceptable. The Contractor shall be requested to increase the work force at no cost to speed up the restoration process when the restoration process takes longer than 6 weeks at any location.

The work area shall be kept clean and good housekeeping is the rule of the day. The storing stock piling or leaving materials in the work area over night is not acceptable. The equipment shall be returned to the staging areas at the end of each day. All personal vehicles shall not be parked on any of the City of Naperville streets.

The Contractor shall install remove and transplant bushes, trees and other vegetation in areas that have been dug, excavated disrupted and damaged or worn by use. The cost of such activity shall be included in this item.

The Landscaping period is usually April 1 to November 1. The Contractor shall finish all landscaping started in the work year by November 1 of the year started or sooner.

The Contractor shall install only sod and 6 inches of black dirt when green areas, grass areas of all types, and/or dirt areas have been dug, excavated, disrupted, damaged or worn by use. All landscaping shall be furnished, installed, rolled, and supplied and applied with sufficient quantities of water and fertilizer to promote growth.

Warranty provisions shall be in accordance with the Standard Specifications for the specific restoration item installed.

Method of Measurement and Payment: This work will not be measured or paid for separately. The cost of this work shall be included in the contract unit price of the items being installed which are related to this work.

TREE ROOT PRUNING

Description: This work shall be performed in accordance with Section 201 of the IDOT Standard Specifications except as herein modified.

This work shall be completed for all trees encroaching upon the duct bank construction area. Any roots encountered shall be treated with this method as directed by the City of Naperville.

The Contractor shall hire a Registered Arborist and appurtenances necessary to perform tree and evergreen root pruning.

Root pruning using an approved mechanical root pruning saw, or lopper as directed by a Registered Arborist, shall be performed prior to digging where noted on the plans or as directed by the Engineer.

Whenever roots of plant material are to remain exposed during construction, the damaged roots are to be removed by cutting them off cleanly. Pruning shall be done in the presence of the Engineer and/or Registered Arborist and in such a manner as to preserve the natural growth habit.

Any damage to the root zone, as determined by the Engineer and/or Arborist shall be compensated by pruning an equivalent amount of the top vegetative growth of the plant material within 1 week following root damage.

Fertilizer nutrients shall be applied within 48 hours after root damage occurs. A fertilizer with a 1:1:1 ration shall be applied at the rate of 5 lbs. of nutrients per 200 sq. ft.

Application shall be accomplished by placing dry fertilizer in holes in the soil. Holes shall be 8 to 12 inches deep and spaced 2 feet apart in an area beginning 30 inches from the base of the plant.

Holes can be punched with a punch bar, dug with a spade, drilled with an auger or any method approved by the Engineer. Approximately 0.02 lb. of fertilizer nutrients shall be placed by in each hole [250 holes per 1,000 sq. ft.].

If the Engineer or Arborist determines that the whole method of fertilizer placement is not practical or desirable, an approved method of uniform surface application will be allowed.

In the case of inadequate rainfall, as determined by the Engineer, supplemental water shall be applied within 48 hours of any root damage. The water shall be applied at the rate of 2 gallons per sq. yd. of surface within the root zone of plant material having sustained damage to the root zone.

Three subsequent weekly watering at 2 gallons per sq. yd. shall be applied if deemed necessary by the Engineer. Additional watering may be required at no additional cost.

See contract plans, City of Naperville specifications, for additional information

Method of Measurement: This work will be measured per each tree where the roots are pruned.

Basis of Payment: This work shall be paid for at the contract unit price, per each, TREE ROOT PRUNING. This work shall include fertilizer nutrients, supplemental watering and top pruning necessary to maintain the vigor of the tree.

SEEDING, CLASS 1A (SPECIAL)

Description: This work shall be performed in accordance with Sections 211 and 250 of the IDOT Standard Specifications except as herein modified.

The work along the proposed improvements at the locations shown in the plans or as directed by the Engineer, shall include the placement of, topsoil, class 1A seeding and fertilizing of all disturbed areas that are not specified to have sod.

Watering and supplemental watering is required of all disturbed areas along the proposed improvements at the location shown on the plan or as directed by the Engineer (as needed).

Seeding and fertilizing materials shall be in accordance with Section 250 of the Standard Specifications. Seed shall be Class 1A, Salt Tolerant Lawn Mixture.

See contract plans, City of Naperville standard specifications for additional information.

A minimum of 6 inches of topsoil shall be placed over all disturbed areas.

Fertilizer shall be applied at the following rates:

Nitrogen Fertilizer Nutrients	90 lbs/acre
Phosphorus Fertilizer Nutrients	54 lbs/acre
Potassium Fertilizer Nutrients	36 lbs/acre

Areas beyond the public right-of-way or the easement areas shown that are disturbed by the Contractor's activities shall be restored to equal or better condition by the Contractor at the Contractor's expense. In no case shall the pay limits for restoration extend beyond 30' (feet) from the center of the proposed utility being constructed.

All seeded areas shall be mowed four (4) times to a height of three (3) inches. The cut material shall not be wind rowed or left in a lumpy condition but evenly distributed. Areas beyond the limits shown on the restoration plan shall be restored to better or equal conditions at the Contractor's expense.

See contract plans, City of Naperville specifications, for additional information.

All vandalism or damage of any kind shall be cause for replacement at Contractor's cost.

Method of Measurement: Seeding, Class 1A (Special) will be measured in acres of level surface area seeded. Areas beyond the public right-of-way or the easement areas shown that are disturbed by the Contractor's activities shall be restored to equal or better condition by the Contractor at the Contractor's expense. In no case shall the pay limits for restoration extend beyond 15' (feet) from the center of the proposed utility being constructed.

Basis of Payment: Payment shall be made at the contract unit price per acre placed for SEEDING, CLASS 1A (SPECIAL). Payment shall be full compensation for all seed, fertilizer, watering, other materials, labor, equipment and incidentals to complete the item on the plan and as specified.

Topsoil for Seeding, Class 1A (Special) shall be paid for at the contract unit price per cubic yard for TOPSOIL EXCAVATION AND PLACEMENT.

CONSTRUCTION LAYOUT

Description: This work shall be performed in accordance with Check Sheet #10 of the IDOT Supplemental Specifications and Recurring Special Provisions for all working included in the Contract. In addition to the requirements specified in Check Sheet #10 of the IDOT Supplemental Specifications and Recurring Special Provisions the following requirements shall apply to the Naperville Electric duck bank work included in the Contract:

The Contractor will be required to furnish and place construction layout stakes for this project. The Contractor shall establish a referenced centerline of survey and establish benchmarks along the line of the improvement outside construction limits. Locating and referencing the centerline of survey consists of locating and referencing control points such as point of curvature, points of right of way lines, property corners, or of tangent and sufficient points on tangent to provide a line of sight. Control points, center line and benchmarks set by the Contractor shall be identified in the field with documentation and submitted to the City of Naperville prior to proceeding with construction.

The Contractor shall provide competent personnel directed by a Professional Land Surveyor or Registered Professional Engineer. The surveyor shall set all additional stakes, lines and horizontal or vertical controls, which include supplementary benchmarks, necessary to secure a correct layout for this project.

See contract plans, City of Naperville specifications, for additional information.

All vandalism or damage of any kind shall be cause for replacement at Contractor's cost.

The Contractor's surveyor shall measure the installation of the duct bank by the open cut method and field document the installation. This includes conduit, vaults, and manholes. The surveyor is required to establish the limits of the rights of way, limits of the easements, property lines, center of conduit runs, with labeled stakes every 50 feet as shown on the construction drawings. Wooden stakes shall be driven at a sufficient number of additional locations to allow the Contractor a construction line and grade.

All vaults and manholes shall be centered and the perimeter staked this to allow the Contractor to install the new conduits directly into the vaults and manholes per the construction plans. The surveyor shall mark plans view drawing(s) and indentify all conduit and bend locations with type, and angle.

The surveyor shall record the location of the new duct as being installed and measure widths, depths, lengths of trenches, trench profiles, manholes, and switch gear vaults. Including elevations, prepare profile of trench bottom with stationing, offsets angles and monitor the progress of the work to ensure the conduit duct bank stays within limits of the right of way.

The surveyor shall ensure the conduit runs do not exceed 235 degrees of bends in 750 feet. All devises installed such as vaults, handholes, and manholes shall be recorded with northerlies and easterlies dimensions per IL EAST NAD 83, along with all existing devises where facilities had installations. All fences, monuments curb and gutter and obstructions shall be identified and recorded showing all measurements to the new duct and relative position on the right of way.

The surveyor shall measure a straight line, point to point on a plan view. The surveyor shall measure, identify, and record all lengths, to the nearest tenth of an inch, of conduit installed. From face of manholes to face of manhole, face of manhole to switch gear vault, switch gear vault to switch gear vault, switch gear vault to transformer vault, and face of manhole to stubs, including all road crossings.

Measurement and Payment: This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT.

MANHOLES TYPE "G" DOUBLE OPENING, INSTALL ONLY
MANHOLES TYPE "E" DOUBLE OPENING, INSTALL ONLY
MANHOLES TYPE "A" DOUBLE OPENING, INSTALL ONLY

The Contractor shall install City furnished electrical manholes in a prepared excavation to the line and grades as shown on the drawings, or as directed by the Engineer.

The Contractor shall be responsible for, but not limited to preparing the excavation, adjusting manhole location after potholing, over dig, assembly, security of site, layout, as-builts, obtaining outages with 96 hour advance notice, all steel plates, fencing, and warning signs to secure site.

The Contractor shall be responsible all temporary work, clearing and grubbing, compacting backfill, removing trees and brush less than 6 inches in diameter.

The Contractor is also responsible for shoring, planking, bracing, wales, grounding and testing, report findings of ground test, installation of 200 feet counterpoise if required into manhole, removing pavement and all surface materials.

Also, the Contractor is in charge of training mule tape or # 12 copper THHN wire thru manhole and attaching to frame of manhole lid.

The Contractor shall be responsible for shoring, sheeting, removing all excavated materials and debris, excavation, preparation of the excavation, and bracing materials as required per OSHA.

The Contractor shall be responsible for dewatering, and installing a 6" Coarse Aggregate Gradation CA-6 for bedding.

The Contractor responsible for modifying the manhole to accept existing and proposed conduits and counterpoise, encasement of conduit, making final conduit connection, verifying installed duct positions and section required in manhole with drawings provided.

The Contractor shall be responsible for installing the manhole to final grade, adjusting collar(s), frame and cover temporarily, adjusting frames and covers to final elevation.

In addition to cleaning out manholes to a broom finish, aligning, fitting and leveling to the line and grades, final elevation, (as shown on the drawings) finishing area around manhole to rough grade, providing survey services and Arborist services, or as directed by the Engineer.

In those locations where manholes are shown on the plan or directed by the Engineer to be placed in paved areas, CLSM shall be used as backfill around the manhole up to the sub-grade. The cost for the CLSM around and over excavated areas of the manhole shall be considered incidental to the manhole. In unpaved areas CA-6 shall be used as backfill around the manhole to the bottom of the black dirt.

All manhole locations require the contractor to dig two (2) test pits (City shall observe the work and concur with the dig.) of a sufficient depth, length, and width in 2 directions by crisscrossing thus forming an X to ensure the proposed manhole location will fit and be free of all obstructions or of sufficient size to accommodate the Manhole. The cost of providing the test pits and associated safety measures are included in the pricing. This work shall be done prior to ordering the Manhole. In the event the location is not suitable the contractor shall restore area to original condition at no cost to the City of Naperville.

However the next 2 test pits, at a manhole location shall be paid by the city by machine aided digging pricing.

The Contractor shall be responsible for scheduling delivery time and location with the City of Naperville's supplier.

The Contractor shall be responsible for all equipment and labor associated with unloading the pre-cast concrete manhole sections. The manholes will come in two (2) sections (top and bottom) with openings provided to accommodate the 6" diameter PVC conduit as shown in the Detail Drawings.

The Contractor shall lift manhole sections with slings only. Lifting from pulling irons will not be allowed. The Contractor shall verify all dimensions and condition of the manhole supplied. All discrepancies shall be reported to the Engineer prior to installation.

The Contractor shall be responsible for installing up to ten (10) concrete adjusting collars and two (2) cast iron frames and covers, which are to be supplied with each manhole.

The City of Naperville will supply the adjusting collars, cast iron frames and covers and butyl mastic. It shall be the responsibility of the Contractor to load and transport the cast iron frames and covers and adjusting collars to the site from the City of Naperville storage yard.

The Contractor shall install a complete grounding system and test grounds for each manhole installed and / or as shown on drawings. See drawing for dimensions and weights

Manholes may be buoyant without backfill and overburden. The Contractor shall adequately ballast the manhole to prevent uplifting prior to the backfilling of the excavation.

If water is encountered, pumps of sufficient capacity shall be furnished and maintained to handle the flow at the site and shall be constantly attended on a 24-hour basis until their operation can be safely halted.

As the trench is dewatered, close observation shall be maintained to detect any settlement or displacement of the embankment, surrounding area or pavement. (Contractor shall take settlement readings)

The Contractor shall providing additional bracing, supporting and manpower to complete the task. This is considered part of the work.

This work shall be measured and paid for per the contract unit price for each MANHOLE installation, and type specified. Along with the installation of 1 to 10 adjusting rings as required plus up to 2 sets of frame and covers as indicated.

In turn payment will be full compensation for all excavation, and Manhole Installations, disposal of materials, dewatering, installing complete with concrete adjusting ring, frames and covers, grounding system and ground testing, bedding, CLSM backfill, CA-6 backfill, fittings, materials, tools, labor, and all equipment necessary to complete this work as specified.

See contract drawings for City of Naperville standard.

Method of Measurement: This work will be measured per each location where a Manhole is installed.

Basis of Payment: This work shall be paid for at the contract unit price, per each for MANHOLE INSTALLATION, of the type and size indicated on the plans. This work includes: all conduits, fencing, bends, pumping, tunneling, tree and brush protection and /or replacement, hand digging, stone/rock removal, leveling, adjusting frame and covers, cleaning inside of manhole to broom finish, and all associated work to install the MANHOLE at the locations shown on the drawings.

MANHOLES TYPE "G" SINGLE OPENING 4211M921, INSTALL ONLY

The Contractor shall install City furnished electrical manholes in a prepared excavation to the line and grades as shown on the drawings, or as directed by the Engineer.

The Contractor shall be aware that the installation of single opening manhole 4211M921 located on sheet 4 the City of Naperville DPU-E construction layout, is located under DPU-E 138kV O.H. line and Com-Ed O.H. facilities.

The Contractor shall supply the proper size equipment to install a manhole under the conditions stated. The Contractor shall be reminded it is his responsibility to observe the job site prior to bidding.

The Contractor shall be responsible for, but not limited to preparing the excavation, adjusting manhole location after potholing, over dig, assembly, security of site, layout, as-builts, obtaining outages with 96 hour advance notice, all steel plates, fencing, and warning signs to secure site.

The Contractor shall be responsible all temporary work, clearing and grubbing, compacting backfill, removing trees and brush less than 6 inches in diameter.

The Contractor is also responsible for shoring, planking, bracing, wales, grounding and testing, report findings of ground test, installation of 200 feet counterpoise if required into manhole, removing pavement and all surface materials.

Also, the Contractor is in charge of training mule tape or # 12 copper THHN wire thru manhole and attaching to frame of manhole lid.

The Contractor shall be responsible for shoring, sheeting, removing all excavated materials and debris, excavation, preparation of the excavation, and bracing materials as required per OSHA.

The Contractor shall be responsible for dewatering, and installing a 6" Coarse Aggregate Gradation CA-6 for bedding.

The Contractor responsible for modifying the manhole to accept existing and proposed conduits and counterpoise, encasement of conduit, making final conduit connection, verifying installed duct positions and section required in manhole with drawings provided.

The Contractor shall be responsible for installing the manhole to final grade, adjusting collar(s), frame and cover temporarily, adjusting frames and covers to final elevation.

In addition to cleaning out manholes to a broom finish, aligning, fitting and leveling to the line and grades, final elevation, (as shown on the drawings) finishing area around manhole to rough grade, providing survey services and Arborist services, or as directed by the Engineer.

In those locations where manholes are shown on the plan or directed by the Engineer to be placed in paved areas, CLSM shall be used as backfill around the manhole up to the sub-grade. The cost for the CLSM around and over excavated areas of the manhole shall be considered incidental to the manhole. In unpaved areas CA-6 shall be used as backfill around the manhole to the bottom of the black dirt.

All manhole locations require the contractor to dig two (2) test pits (City shall observe the work and concur with the dig.) of a sufficient depth, length, and width in 2 directions by crisscrossing thus forming an X to ensure the proposed manhole location will fit and be free of all obstructions or of sufficient size to accommodate the Manhole. The cost of providing the test pits and associated safety measures are included in the pricing. This work shall be done prior to ordering the Manhole. In the event the location is not suitable the contractor shall restore area to original condition at no cost to the City of Naperville.

However the next 2 test pits, at a manhole location shall be paid by the city by machine aided digging pricing.

The Contractor shall be responsible for scheduling delivery time and location with the City of Naperville's supplier.

The Contractor shall be responsible for all equipment and labor associated with unloading the pre-cast concrete manhole sections. The manholes will come in two (2) sections (top and bottom) with openings provided to accommodate the 6" diameter PVC conduit as shown in the Detail Drawings.

The Contractor shall lift manhole sections with slings only. Lifting from pulling irons will not be allowed. The Contractor shall verify all dimensions and condition of the manhole supplied. All discrepancies shall be reported to the Engineer prior to installation.

The Contractor shall be responsible for installing up to ten (10) concrete adjusting collars and two (2) cast iron frames and covers, which are to be supplied with each manhole.

The City of Naperville will supply the adjusting collars, cast iron frames and covers and butyl mastic. It shall be the responsibility of the Contractor to load and transport the cast iron frames and covers and adjusting collars to the site from the City of Naperville storage yard.

The Contractor shall install a complete grounding system and test grounds for each manhole installed and / or as shown on drawings. See drawing for dimensions and weights

Manholes may be buoyant without backfill and overburden. The Contractor shall adequately ballast the manhole to prevent uplifting prior to the backfilling of the excavation.

If water is encountered, pumps of sufficient capacity shall be furnished and maintained to handle the flow at the site and shall be constantly attended on a 24-hour basis until their operation can be safely halted.

As the trench is dewatered, close observation shall be maintained to detect any settlement or displacement of the embankment, surrounding area or pavement. (Contractor shall take settlement readings)

The Contractor shall providing additional bracing, supporting and manpower to complete the task. This is considered part of the work.

This work shall be measured and paid for per the contract unit price for each MANHOLE installation, and type specified. Along with the installation of 1 to 10 adjusting rings as required plus up to 2 sets of frame and covers as indicated.

In turn payment will be full compensation for all excavation, and Manhole Installations, disposal of materials, dewatering, installing complete with concrete adjusting ring, frames and covers, grounding system and ground testing, bedding, CLSM backfill, CA-6 backfill, fittings, materials, tools, labor, and all equipment necessary to complete this work as specified.

See contract drawings for City of Naperville standard.

Method of Measurement: This work will be measured per each location where a Manhole is installed under 138kV O.H. line and Com-Ed O.H.

Basis of Payment: This work shall be paid for at the contract unit price, per each, for MANHOLES TYPE "G" SINGLE OPENING 4211M921, INSTALL ONLY as indicated on the plans. This work shall include: all conduits, fencing, bends, pumping, tunneling, tree and brush protection and /or replacement, hand digging, stone/rock removal, leveling, adjusting frame and covers, cleaning inside of manhole to broom finish, and all associated work to install the manhole at the locations shown on the drawings.

CONNECTION TO EXISTING MANHOLE

The Contractor shall install up to six 6 inch SCH 40 PVC rigid conduits through existing 8 INCH THICK reinforced concrete manholes by core drilling. These holes shall be large enough to fit 6 inch schedule 40 conduit.

The manhole has existing 12kV cables that shall remain energized and is considered a confined space. The Contractor shall perform all work and provide and install protection per the N.E.S.C and O.S.H.A regulations. The typical manhole is 10 foot deep 11 foot wide and 13.5 feet long with a single or double opening (typical) 2.5 foot long neck for entry.

The manholes are filled with water to the neck and need to be pumped out and cleaned to a broom finish prior to the start of drilling. The manholes are not furnished with ladders or a sump pump.

The Contractor shall protect all existing cables in the manhole from falling debris.

This work requires hand digging around energized 7200 volt phase to ground (12,470 volt phase to phase) primary cables, various other utilities.

This work includes core drilling through the existing 8 inch thick reinforced concrete wall. For the installation of sufficient number of various degrees of steel/fiber glass bends with pieces of 6 inch SCH 40 PVC conduit, bell fittings, arranging, cutting, positioning, gluing and plugs.

The work includes digging a 6 foot wide by 6 foot long by 6 foot deep opening to provide access for all necessary equipment to core drill in to manhole. This will include backfilling with CA-6 backfill materials under the conduit and around the manhole to a depth of 6 inches below grade and finish with 6 inches of black dirt to final grade with sod/class 1A seeding.

The conduits and steel/fiber glass bends entering the structures shall be installed, through the foundation at a distance of 6 inches above the top of the existing conduit package and all conduit openings shall be plugged and taped. The core drilled holes on the inside of the manhole shall be mudded with a concrete mix sealed and smoothed.

All existing and new debris will be pumped out or shoveled out and disposed of offsite. See Drawing and Specification.

All openings into the existing manhole locations must be approved by the City of Naperville before any work is started.

Core locations may be adjusted to meet the concerns of the City of Naperville. All manhole locations shall be identified in the field, dimensioned and recorded in the surveyor's field book.

The Contractor shall provide in and around the area and at the site, CA-6 backfill materials, black dirt, sod/class 1A seeding, grading, landscaping, stone/rock removal, tunneling, hand digging, installation of new fencing, removal of fencing, provide space for work area, sidewalk replacement, curb and gutter replacement, tree and brush protection, arborist services, and dispose of all removed materials off site.

Hand digging is considered part of the work. No claims for extra compensation will be considered for cost incurred because of delay due to a change, utility locates, obtaining access to the structures or obtaining approval for said change.

An outage to perform this work is determined by the circumstances of the City of Naperville's electrical system and may not coordinate with the Contractor schedule. This condition is normal and is considered addition to the work. A 72-hour notice is required for each and every work location.

Any delay in completing the work due to outage restrictions or lack of an outage is not a reason for additional compensation. In the event the Contractor can arrange for an outage the Contractor shall work as if the cables are energized. All landscaping and restoration included in pricing.

Method of Measurement: This work will be measured per each location where an existing manhole is core drilled and connected to with proposed conduit.

Basis of Payment: This work shall be paid for at the contract unit price, per each, for CONNECTION TO EXISTING MANHOLE. This work shall include installing all conduits, cutting, placing and arranging conduits, steel/fiber glass bends, pumping, tunneling, excavating, cutting holes in manholes, leveling, and all associated work to install conduit within and into the electrical equipment at the existing locations.

2 WAY- 2 - 6" PVC DUCT BANK - 1 HIGH BY 2 WIDE
3 WAY- 3 - 6" PVC DUCT BANK - 1 HIGH BY 2 WIDE
4 WAY- 4 - 6" PVC DUCT BANK - 2 HIGH BY 2 WIDE
6 WAY- 6 - 6" PVC DUCT BANK - 2 HIGH BY 3 WIDE
8 WAY- 8 - 6" PVC DUCT BANK - 3 HIGH BY 3 WIDE
9 WAY- 9 - 6" PVC DUCT BANK - 3 HIGH BY 3 WIDE
12 WAY- 12 - 6" PVC DUCT BANK - 4 HIGH BY 3 WIDE

Description: This work shall be performed in accordance with Section 810 of the IDOT Standard Specifications except as herein modified. This work shall consist of installing 6-inch Schedule 40 PVC conduit assembled into duct bank systems of the type and size specified herein and as noted in the plans.

The work includes, but is not limited to, assembly of duct banks in the above configurations. By clearing, grubbing, transplanting bushes or shrubs, tree protection, removal of street base, saw cutting street base, root pruning, any temporary work, potholing by hand or with vacuum truck, removing all excavated materials and debris off site, excavation of the trench, shoring and bracing materials as required per OSHA, line and grade.

Also including the loading and transporting the PVC conduit from the City of Naperville storage location, installing conduit bedding, installing the PVC conduit, base spacers, intermediate spacers, connection to the existing or new manholes, connecting to existing conduit runs, and splice boxes, handholes, pedestals, and/or vaults, connect to PVC conduit or steel conduit (adapter connectors for steel to plastic, steel to HDPE or plastic to HDPE supplied and installed with 3 inches on the side 4 inches on top of concrete encasement around duct bank by the Contractor), excavating to find existing conduit runs and connecting, de-watering of the trench, testing and protection.

The trench shall be excavated to the neat lines, width and depth as shown as sections on the plans or as directed by the Engineer. The conduit duct bank system shall be assembled into 1-WAY (1 High by 1 Wide), 2-WAY (1 High by 2 Wide), 4-WAY (2 High by 2 Wide), 5-WAY (2 High by 3 Wide), and 6-WAY (3 High by 2 Wide) 6-WAY (2 High by 3 Wide), 7-WAY (2 High by 3 Wide), 8- WAY (3 High by 3 Wide), 9-WAY (3 High by 3 Wide), 10-WAY (4High by 3 Wide), 12-WAY (4 High by 3 Wide), 13-WAY (5High by 3 Wide), 14-Way (5 High by 3 Wide) using 6-inch PVC conduit material. See City of Naperville C30-1900 for details.

Materials supplied by the City will include 6-inch Schedule 40 PVC conduit, fiber glass bends, steel bends, PVC bends, bell fittings, plugs, couplings, intermediate spacers, base spacers, warning tape, blow line or mule tape, #12 THHN copper wire, summer cement (slow curing), marker balls and plugs.

Materials shall be loaded, transported and deposited by the contractor from the City of Naperville storage areas to the site.

Materials supplied by the Contractor are Mandrels of various sizes, plastic ties to hold down 6-inch conduit in position and materials to keep the duct from floating.

The 6-inch diameter heavy wall Schedule 40 PVC conduits (20 foot lengths) shall be installed in a prepared trench on a 2" level bed of fine aggregate meeting the gradation requirements of FA-2 to the lines and grades as shown on the Plans or as directed by the Engineer.

The conduit route shall be laid out and adjusted to go over or under obstructions.

The conduit shall be measured, cut, aligned, straightened, adjusted, leveled, and pieced together. The conduit ends shall be prepared for assembly, guided, secured, connected, and assembled per the plans. In addition to being installed on base and intermediate spacers at 5-foot spacing. This is to assure a 2-inch separation is maintained between the conduits and 3 inches on the sides of the duct package. Additionally, conduits shall be placed so the joints are staggered where no row of couplings are in line with adjacent row of couplings.

During installation, conduit joints shall be cleaned with Stoddard solvent, methyl ethyl ketene, or acetone. The conduit joints will be liberally coated with solvent cement and promptly engaged with the previously installed conduit. The joint shall be turned 90 degrees to dispel air and evenly distribute the solvent cement over the contact surfaces being joined. Final assembly of the joint should not exceed 60 seconds.

The Contractor shall open no more than 100-foot headway to allow for smooth grade changes of the conduit system to miss obstructions.

See contract drawings for City of Naperville standard details.

Upon the completion of the conduit assembly, the duct bank neat line shall be encased the full width of the trench from the invert of the bottom conduit to four (4) inches above the crown of the top conduit with FA-2, or concrete as specified by cross sections on the plans or as directed by the Engineer. The excavation shall then be backfilled in lifts with compacted, spoil excavation clean with no rocks, or trench backfill Special as shown in the Plans, stated herein, or as directed by the Engineer. Backfilling will be paid for separately as TRENCH BACKFILL SPECIAL.

During the backfilling of the duct bank system, a yellow warning tape shall be installed 1.0' above the crown of the top conduit. The warning tape shall be installed with the words "CAUTION, DANGER ELECTRIC" facing up. In areas where the proposed PVC duct bank is to be placed in the street, the backfilling operations shall extend from the top of the encasement to bottom of road sub-grade. The road sub-grade could be anywhere from 6" to 30" below existing or propose road/parking lot/driveway surface. In areas where the duct bank is not to be placed in the street, the backfilling operations shall extend from the top of the encasement to the sub-grade elevation to allow for 6-inches of black dirt and sod/class 1A seed or 4-inch sidewalk with CA6 backfill on top of encasement for final restoration of the trench area.

Contractor shall let the concrete encased conduits cure for a sufficient period of time prior to adding backfilled material.

EXCAVATIONS MAY NOT BE LEFT UNATTENDED. ALL EXCAVATIONS SHALL BE EITHER BACKFILLED AT THE END OF EACH DAYS WORK, OR COVERED WITH STEEL PLATES AND SECURED OF SUFFICIENT STRENGTH AND QUANTITY TO PROVIDE ACCESS TO ALL ROADWAYS AND/OR DRIVEWAYS AND OR PEDESTRIAN TRAFFIC.

The Contractor shall restore the Parkway, Public Right of Way, or easement area, after the conduit/duct bank installation, to an elevation, grade, and slope equal to that at the time of commencement of the project.

Agricultural topsoil shall be restored to the depth existing prior to excavation. Topsoil may be utilized from material the Contractor has stockpiled from this project or hauled on-site at the Contractor's option if deemed suitable by the City of Naperville.

From the center of the conduit trench for 6 feet each side of the center line and over the length of the trench shall be restored by the Contractor. This is to be paid for separately as SEEDING, CLASS 1A SPECIAL.

Any restoration work outside of the duct bank installation work area described above shall be restored by the Contractor at no additional cost.

Materials and methods for this item shall conform to the requirements of Section 211 and Article 1081.05 of the Standard Specifications. Surplus materials shall be disposed of at an approved legal site. The cost of disposal of surplus and excavated materials shall be incidental to the PVC Ducts.

The Contractor shall provide tree protection per City of Naperville specification and follow instructions on trees to be saved or removed or planted as shown on the plans.

If water is encountered, pumps of sufficient capacity shall be furnished and maintained to handle the flow at the site and shall be constantly attended on a 24-hour basis until their operation can be safely halted.

As the trench is dewatered, close observation shall be maintained to detect any settlement or displacement of the embankment, surrounding area or pavement. (Contractor to take settlement readings) The Contractor shall providing additional bracing, supporting and manpower to complete the task. The additional bracing, supporting and manpower is considered part of the work.

All PVC conduit used on the job shall conform to the following: DPU-E Code 285-100-00070 Six (6) inch Schedule 40 heavy wall PVC conduit, supplied in 20' lengths with one belled end. Conduit must comply with UL standards 651 and NEMA TC2-1990 and must be shown on each length of conduit. Carlon 49017, J-M Manufacturing Co. Inc. 40600, Cantex A52GA12, National 333706020 or DPU-E evaluated equivalent.

The Contractor is advised the conduit run is being installed in a curvilinear street and shall require more attention to laying out a conduit run in a continuous curve. The curves shall require more detail in installing bends and providing additional bracing of the conduit run and is incidental to the work. All initial line and grades by the City of Naperville are supplied once. Any and all returns are at the Contractor's cost.

The Contractor is required to work above, next to, or under energized circuits. The Circuits shall not be de-energized unless the Contractor makes a request to do so. The request will be reviewed and if the system requirement for energy is such that the line cannot be de-energized the Contractor shall work with the line energized and follow all OSHA regulations. The Contractor shall request all lines out of service 72 hours – 96 hours in advance. Every day, once in the morning and once at night, while the line is out of service, the Contractor shall contact the control room of the City of Naperville or the DPU-Electric inspector on site to confirm the status of the line. The same person each day is to contact the control room and City Inspector. The Contractor shall provide a 24 hour cell phone number to be called in the event of an electrical line status change.

Should the Contractor exceed the specified trench width, and he exceeds the allowable volumes of encasement per lineal foot and neat lines of the duct bank, he shall consider any additional material, labor or equipment is considered part of the work. The City reserves the right to reject requests for over-excavation.

Each installed conduit shall be cleaned and tested by the contractor by pulling a mandrel of appropriate size through the duct. Mandrel sizing shall be in accordance with Section 31-1.11 of the Standard Specifications for Water and Sewer Main Construction in Illinois.

Method of Measurement: The installed PVC Duct Bank shall be measured for payment in place in feet to the neat lines in place along its center line, in a straight line point to point, and to the configuration as shown on the drawings. (See above paragraphs for details)

Basis of Payment: This work shall be visually observed by the City of Naperville inspector and the Resident engineer. The work shall be paid for at the contract unit price per foot, for PVC DUCT BANK of the different sizes and configurations as specified on the drawings, preparing the trench, assembly of conduit into a package and installing in trench, which price shall be considered payment in full for completing their work in place by the Open Cut Method to the neat lines and locations as specified in the drawings including; the excavation of the trench materials, connecting to new and existing duct, connecting to the new and existing manholes, pedestals, new and existing vaults. This item also includes 2 inches of bedding, layout of duct bank for proper fit, alignment, line and grade, headway, level, final profile of trench, potholing, tree protection, assembly of the ducts into duct banks of various configurations, number of ducts, size of ducts, offsite material disposal, loading and transporting the PVC conduit from the City of Naperville storage locations, installing conduit, installing 3-inch and 6-inch steel/fiber glass bends, warning tape, blow line or mule tape, #12 THHN copper wire connecting to HDPE conduit, connectors (material and labor to hook up to Steel/fiber glass) bottom and intermediate spacers, installing transpositions, and for all labor, tools, equipment and supplementary items necessary to complete this work as specified. Conduit of 6" I.D, PVC Schedule 40 in 20' lengths and 3-inch, and 6-inch steel/fiber glass or PVC bends shall be supplied by the City of Naperville.

10 WAY- 10 - 6" PVC JOINT DUCT BANK - 4 HIGH BY 3 WIDE

12 WAY- 12 - 6" PVC JOINT DUCT BANK - 4 HIGH BY 3 WIDE

14 WAY- 14 - 6" PVC JOINT DUCT BANK - 5 HIGH BY 3 WIDE

Description: This work shall be performed in accordance with Section 810 of the IDOT Standard Specifications except as herein modified. This work shall consist of installing 6-inch Schedule 40 PVC conduit assembled into duct bank systems of the type and size specified herein and as noted in the plans.

These joint duct bank configurations shall be installed in accordance with the Naperville Electric plans and the Naperville Electric Details and Standards included in the contract plans and as directed by City of Naperville's Project Coordinator and/or Project Engineer.

The work includes, but is not limited to, assembly of duct banks in the above configurations. By clearing, grubbing, transplanting bushes or shrubs, tree protection, removal of street base, saw cutting street base, root pruning, any temporary work, potholing by hand or with vacuum truck, removing all excavated materials and debris off site, excavation of the trench, shoring and bracing materials as required per OSHA, line and grade.

Also including the loading and transporting the PVC conduit from the City of Naperville storage location, installing conduit bedding, installing the PVC conduit, base spacers, intermediate spacers, connection to the existing or new manholes, connecting to existing conduit runs, and splice boxes, handholes, pedestals, and/or vaults, connect to PVC conduit or steel conduit (adapter connectors for steel to plastic, steel to HDPE or plastic to HDPE supplied and installed with 3 inches on the side 4 inches on top of concrete encasement around duct bank by the Contractor), excavating to find existing conduit runs and connecting, de-watering of the trench, testing and protection.

The trench shall be excavated to the neat lines, width and depth as shown as sections on the plans or as directed by the Engineer. The conduit duct bank system shall be assembled into 10-WAY (4 High by 3 Wide), 12-WAY (4 High by 3 Wide) and 14-WAY (5 High by 3 Wide) using 6-inch PVC conduit material. See City of Naperville C30-1900 for details.

Materials supplied by the City will include 6-inch Schedule 40 PVC conduit, fiber glass bends, steel bends, PVC bends, bell fittings, plugs, couplings, intermediate spacers, base spacers, warning tape, blow line or mule tape, #12 THHN copper wire, summer cement (slow curing), marker balls and plugs.

Materials shall be loaded, transported and deposited by the contractor from the City of Naperville storage areas to the site.

Materials supplied by the Contractor are Mandrels of various sizes, plastic ties to hold down 6-inch conduit in position and materials to keep the duct from floating.

The 6-inch diameter heavy wall Schedule 40 PVC conduits (20 foot lengths) shall be installed in a prepared trench on a 2" level bed of fine aggregate meeting the gradation requirements of FA-2 to the lines and grades as shown on the Plans or as directed by the Engineer.

The conduit route shall be laid out and adjusted to go over or under obstructions.

The conduit shall be measured, cut, aligned, straightened, adjusted, leveled, and pieced together. The conduit ends shall be prepared for assembly, guided, secured, connected, and assembled per the plans. In addition to being installed on base and intermediate spacers at 5-foot spacing. This is to assure a 2-inch separation is maintained between the conduits and 3 inches on the sides of the duct package. Additionally, conduits shall be placed so the joints are staggered where no row of couplings are in line with adjacent row of couplings.

During installation, conduit joints shall be cleaned with Stoddard solvent, methyl ethyl ketene, or acetone. The conduit joints will be liberally coated with solvent cement and promptly engaged with the previously installed conduit. The joint shall be turned 90 degrees to dispel air and evenly distribute the solvent cement over the contact surfaces being joined. Final assembly of the joint should not exceed 60 seconds.

The Contractor shall open no more than 100-foot headway to allow for smooth grade changes of the conduit system to miss obstructions.

See contract drawings for City of Naperville standard details.

Upon the completion of the conduit assembly, the duct bank neat line shall be encased the full width of the trench from the invert of the bottom conduit to four (4) inches above the crown of the top conduit with FA-2, or concrete as specified by cross sections on the plans or as directed by the Engineer. The excavation shall then be backfilled in lifts with compacted, spoil excavation clean with no rocks, or trench backfill Special as shown in the Plans, stated herein, or as directed by the Engineer. Backfilling will be paid for separately as TRENCH BACKFILL SPECIAL.

During the backfilling of the duct bank system, a yellow warning tape shall be installed 1.0' above the crown of the top conduit. The warning tape shall be installed with the words "CAUTION, DANGER ELECTRIC" facing up. In areas where the proposed PVC duct bank is to be placed in the street, the backfilling operations shall extend from the top of the encasement to bottom of road sub-grade. The road sub-grade could be anywhere from 6" to 30" below existing or propose road/parking lot/driveway surface. In areas where the duct bank is not to be placed in the street, the backfilling operations shall extend from the top of the encasement to the sub-grade elevation to allow for 6-inches of black dirt and sod/class 1A seed or 4-inch sidewalk with CA6 backfill on top of encasement for final restoration of the trench area.

Contractor shall let the concrete encased conduits cure for a sufficient period of time prior to adding backfilled material.

EXCAVATIONS MAY NOT BE LEFT UNATTENDED. ALL EXCAVATIONS SHALL BE EITHER BACKFILLED AT THE END OF EACH DAYS WORK, OR COVERED WITH STEEL PLATES AND SECURED OF SUFFICIENT STRENGTH AND QUANTITY TO PROVIDE ACCESS TO ALL ROADWAYS AND/OR DRIVEWAYS AND OR PEDESTRIAN TRAFFIC.

The Contractor shall restore the Parkway, Public Right of Way, or easement area, after the conduit/duct bank installation, to an elevation, grade, and slope equal to that at the time of commencement of the project.

Agricultural topsoil shall be restored to the depth existing prior to excavation. Topsoil may be utilized from material the Contractor has stockpiled from this project or hauled on-site at the Contractor's option if deemed suitable by the City of Naperville.

From the center of the conduit trench for 6 feet each side of the center line and over the length of the trench shall be restored by the Contractor. This is to be paid for separately as SEEDING, CLASS 1A SPECIAL.

Any restoration work outside of the duct bank installation work area described above shall be restored by the Contractor at no additional cost.

Materials and methods for this item shall conform to the requirements of Section 211 and Article 1081.05 of the Standard Specifications. Surplus materials shall be disposed of at an approved legal site. The cost of disposal of surplus and excavated materials shall be incidental to the PVC Ducts.

The Contractor shall provide tree protection per City of Naperville specification and follow instructions on trees to be saved or removed or planted as shown on the plans.

If water is encountered, pumps of sufficient capacity shall be furnished and maintained to handle the flow at the site and shall be constantly attended on a 24-hour basis until their operation can be safely halted.

As the trench is dewatered, close observation shall be maintained to detect any settlement or displacement of the embankment, surrounding area or pavement. (Contractor to take settlement readings) The Contractor shall providing additional bracing, supporting and manpower to complete the task. The additional bracing, supporting and manpower is considered part of the work.

All PVC conduit used on the job shall conform to the following: DPU-E Code 285-100-00070 Six (6) inch Schedule 40 heavy wall PVC conduit, supplied in 20' lengths with one belled end. Conduit must comply with UL standards 651 and NEMA TC2-1990 and must be shown on each length of conduit. Carlon 49017, J-M Manufacturing Co. Inc. 40600, Cantex A52GA12, National 333706020 or DPU-E evaluated equivalent.

The Contractor is advised the conduit run is being installed in a curvilinear street and shall require more attention to laying out a conduit run in a continuous curve. The curves shall require more detail in installing bends and providing additional bracing of the conduit run and is incidental to the work. All initial line and grades by the City of Naperville are supplied once. Any and all returns are at the Contractor's cost.

The Contractor is required to work above, next to, or under energized circuits. The Circuits shall not be de-energized unless the Contractor makes a request to do so. The request will be reviewed and if the system requirement for energy is such that the line cannot be de-energized the Contractor shall work with the line energized and follow all OSHA regulations. The Contractor shall request all lines out of service 72 hours – 96 hours in advance. Every day, once in the morning and once at night, while the line is out of service, the Contractor shall contact the control room of the City of Naperville or the DPU-Electric inspector on site to confirm the status of the line. The same person each day is to contact the control room and City Inspector. The Contractor shall provide a 24 hour cell phone number to be called in the event of an electrical line status change.

Should the Contractor exceed the specified trench width, and he exceeds the allowable volumes of encasement per lineal foot and neat lines of the duct bank, he shall consider any additional material, labor or equipment is considered part of the work. The City reserves the right to reject requests for over-excavation.

Each installed conduit shall be cleaned and tested by the contractor by pulling a mandrel of appropriate size through the duct. Mandrel sizing shall be in accordance with Section 31-1.11 of the Standard Specifications for Water and Sewer Main Construction in Illinois.

Method of Measurement: The installed PVC Duct Bank shall be measured for payment in place in feet to the neat lines in place along its center line, in a straight line point to point, and to the configuration as shown on the drawings. (See above paragraphs for details)

Basis of Payment: This work shall be visually observed by the City of Naperville inspector and the Resident engineer. The work shall be paid for at the contract unit price per foot, for PVC JOINT DUCT BANK of the different sizes and configurations as specified on the drawings, preparing the trench, assembly of conduit into a package and installing in trench, which price shall be considered payment in full for completing their work in place by the Open Cut Method to the neat lines and locations as specified in the drawings including; the excavation of the trench materials, connecting to new and existing duct, connecting to the new and existing manholes, pedestals, new and existing vaults. This item also includes 2 inches of bedding, layout of duct bank for proper fit, alignment, line and grade, headway, level, final profile of trench, potholing, tree protection, assembly of the ducts into duct banks of various configurations, number of ducts, size of ducts, offsite material disposal, loading and transporting the PVC conduit from the City of Naperville storage locations, installing conduit, installing 3-inch and 6-inch steel/fiber glass bends, warning tape, blow line or mule tape, #12 THHN copper wire connecting to HDPE conduit, connectors (material and labor to hook up to Steel/fiber glass) bottom and intermediate spacers, installing transpositions, and for all labor, tools, equipment and supplementary items necessary to complete this work as specified. Conduit of 6" I.D, PVC Schedule 40 in 20' lengths and 3-inch, and 6-inch steel/fiber glass or PVC bends shall be supplied by the City of Naperville.

12 – WAY JOINT DIRECTIONAL DRILL 12 – 6" HDPE

9 – WAY DIRECTIONAL DRILL 9 – 6" HDPE WITH CULVERT

9 – WAY DIRECTIONAL DRILL 9 – 6" HDPE WITHOUT CULVERT

6 – WAY DIRECTIONAL DRILL 6 – 6" HDPE

2 – WAY DIRECTIONAL DRILL 2 – 6" HDPE

The conduit sections consist of 2 ducts, 6 ducts, 9 ducts or 12 duct solid coilable HDPE 6 inch 13.5 SDR conduit of 500 feet on 10-foot diameter steel non-returnable and are supplied by the City of Naperville. All empty reels are to be junked from the job site by the contractor.

40-foot sections of HDPE conduit with butt fuses are not acceptable.

The couplings, connections and tools to perform the fusion process are furnished and installed by the Contractor unless noted otherwise in the specifications.

THE PUSH PITS, TURNING PITS, ENTRY PITS, EXIT PITS, POTHoles, AND RESTORATION OF THE SAME ARE INCLUDED IN THE LINEAR FOOT PRICE. The 6 inch SDR HDPE conduit on steel reels, couplings and connections are furnished by the City of Naperville and can be picked up at the city storage yard at 1392 Aurora Av.

Backfill materials used in this area are compacted stone and sand and the cost to bore through this material is incidental to the cost of doing the work.

The inside duct diameter size is 5.5 inches for 6-inch 13.5 SDR, all duct sections shall be field assembled, cut, positioned, leveled, reamed, fillers inserted, aligned, fused, connected and are to be continuously pulled in at the same time with warning tape.

The installation of 2, 6, 9 and 12 duct packages are to be done with a single pull to keep the package together. The ducts are to be joined together, fused, and installed with a total degree of bends (vertical and horizontal) not to exceed 235 degrees in 750 feet.

The Contractor shall provide a smooth transition from HDPE to HDPE, from HDPE to steel, and from HDPE to schedule 40 PVC conduits on the outside and inside of the duct at all connection points.

The distance of transition from HDPE to PVC is to be determined in field.

The area at the interface of the connection shall be smooth to the touch without more than a 1/8-inch bead of material left after fusion on the inside of the pipe. Any ridge that is larger than 1/8 inch shall be removed and reconnected to insure the connection will not separate or be an obstruction for the cable pulling process. All connections shall fit uniformly, concrete encased at each connection with redi-mix, and with equal pressure being applied on all exterior conduit pieces and fittings. Connections may be tested in the field for pulling capability at the Contractors expense as directed by the Engineer.

All ducts shall be inspected for roundness prior to installing. All ducts shall be pulled to the manufactures recommended tensions. Ducts that are necked down due to pulling, become oval in the run or become separated are to be rejected. The 6-inch SDR HDPE conduit that becomes oval shall be cut back a maximum of 7 feet until the pipe becomes round or is rejected if more than 7 feet is to be cut off.

The contractor shall record all depth speed information as required on the forms provided, with special interest to the duct pulling tensions, torques and depths as installed. All 11, 22, 30, 45 and 90 degree steel/fiber glass bends or schedule 40 PVC bends shall be installed by the machine aided trenching method/or hand dug using prefabricated manufactured type steel/fiber glass bends. The use of 6 inch steel/fiber glass bends shall be required at all angles in the line and as directed by the Engineer.

The steel or plastic ducts and the area around the ducts (sometimes called turning pits) where bends are installed shall be supported by Redi-mix 3000 pound concrete delivered to the location to provide sufficient strength to withstand a pull of 10,000 lbs and remain serviceable. Please see the specifications for the number of 6- inch ducts and lengths to be installed.

The Contractor shall install, 6-inch HDPE conduit under and along all street rights of way, easements or road crossings in the number, lengths and locations shown on the drawings. All splice pits, turning pits and staging areas to make connections of the conduit is included in the work.

All conduit staging areas, turning pits and splice pits shall be approved by the City of Naperville before any work is started. Equipment shall be disconnected from the rods and moved back to the contractor's storage area if the drilling machine is to be left over the weekend in some one's back yard.

All conduit staging area's turning pits or splice pits shall be identified in the field with stakes, dimensioned and recorded in the surveyor's field book records after the job is awarded to the Contractor. The Contractor shall not at any time leave the work area with conduit protruding above the surface of the ground at equipment location sites, turning pits access pits, or splice pits.

The Contractor shall dig a ditch of sufficient size to push the conduit below the ground surface for later connection. The Contractor shall backfill and level area immediately, and remove fill to make all connections.

No claims for extra compensation will be considered for cost incurred because of delay due to changing the location of a staging area, splice pit location, turning pit location, obtaining approval for said work area, or opening the equipment for inspection or installation.

The Contractor shall minimize the inconvenience to the public when picking and staging the work.

The Contractor shall provide CA-6 backfill materials, black dirt, sod/class 1A seeding, grading, landscaping, stone/rock removal, tunneling, hand digging, install new fencing, removal of fencing, sidewalk replacement, curb and gutter replacement, tree and brush protection, arborist services, and dispose of all removed materials off site.

The removal of spoils off the site is a major concern and the excavated materials as well as spilled drilling fluids shall be removed and disposed of a certified dump site in the same day as the dig or the next day at the latest.

The Contractor shall not block pedestrian traffic or create a line of site problem with their equipment to the general public and this equipment shall be moved at the request of the City of Naperville at no cost.

Hand digging is considered part of the work.

The Contractor shall explain in detail in the bid submittal the technique and construction method that shall be used on the project to minimize the amount scrap of 6-inch conduit. The Contractor shall provide an approximate estimate of scrap in linear feet for each size of conduit. A method that minimizes scrap is very desirable. All 6 inch HDPE is furnished to the Contractor by the City of Naperville. All couplings to go with all the above HDPE sizes are furnished and installed by the contractor and include in the price per foot.

The Contractor shall be required to inform the residents if drilling work is being done in their area.

If being done during winter months the Contractor shall inform the residents about vehicle parking and snow removal. The Contractor has the responsibility to remove and keep clear at all times the roads being used including snow removal and disposal from the street. The Contractor shall spread salt to improve drivability at no additional cost.

Measurement and Payment: This work will be paid for at the contract unit price, per linear foot for conduit installed using directional drilling in the following packages 12 - WAY JOINT DIRECTIONAL DRILL 12 - 6" HDPE, 9 - WAY DIRECTIONAL DRILL 9 - 6" HDPE WITH CULVERT, 9 - WAY DIRECTIONAL DRILL 9 - 6" HDPE WITHOUT CULVERT, 6 - WAY DIRECTIONAL DRILL 6 - 6" HDPE and 2 - WAY DIRECTIONAL DRILL 2 - 6" HDPE. This work shall include material cost, accessories including couplings, bell fittings, couplings from schedule 40 PVC to HDPE, couplings from steel to HDPE, shipping and ordering, transportation of materials and disposal of the reels in the pricing of the unit of linear foot. The City of Naperville furnishes all the 3 sizes of HDPE conduit on reels at the storeroom.

CONCRETE ENCASEMENT (DPU-ELECTRIC)

Description: This work shall consist of furnishing and installing the Concrete Encasement of the PVC Duct Bank System of the size and type specified herein or as noted on the plans and shall include, but is not limited to, providing concrete as specified herein and placing and vibrating the concrete in the trench.

Concrete Encasement shall be used to fill under, over and between the duct bank system to the neat lines and full width of the trench in locations specified on the plans or as directed by the Engineer.

Do to different utility standards some parts of the duct bank runs require a combination of encasements. The type encasement for the duct bank shall be as specified on the Naperville Electric plans and as directed by the City of Naperville's Project Coordinator and/or Project Engineer.

When placing the concrete, care shall be taken to completely encase the duct bank system with the concrete meeting the mix design requirements as specified herein. Also Contractor shall pour concrete into trench from a height no more than 5 feet. Dropping concrete from a height greater than 5 feet can separate the mix. The Contractor shall take pre-cautions in placing concrete. If mix is separated this is cause for removal and replacement at Contractors expense, including conduit and spacers, and all type of bends and couplings.

After being placed, the concrete shall be vibrated by mechanical equipment to eliminate voids and ensure complete encasement of the conduits. Care shall be taken when vibrating the concrete as to not damage the PVC conduit, or separate the joints or couplings. The Duct Bank shall be held in place to prevent floating of the duct system.

The concrete shall be Class SI, as specified in Article 1020.04. The concrete shall have a slump of four (4) inches \pm one (1) inch with a minimum compressive strength of 2000 psi at 28 days and an air entrainment between 5% and 8% by volume. The contractor may submit a mix design utilizing pea gravel (CA-14) for the Engineers approval.

Method of Measurement: Placing of the Concrete Encasement shall be visually observed by the City of Naperville or Resident engineer. The encasement shall be measured for payment in place from the neat lines and full width of trench as specified, (See typical trench details) also from 3-inches below the invert of the bottom conduit to 4-inch above the crown of the top conduit, or as directed by the Engineer. The table below indicates the allowable volume for payment, (cubic yards per lineal foot) for the various sizes of duct bank.

TYPICAL DUCT BANK SIZE
 ENCASEMENT

CUBIC YARDS CONCRETE
 PER LINEAL FOOT (PLACED)

2 WAY- 2 - 6" PVC DUCT BANK - 1 HIGH BY 2 WIDE	0.0557
3 WAY- 3 - 6" PVC DUCT BANK - 1 HIGH BY 2 WIDE	0.1003
4 WAY- 4 - 6" PVC DUCT BANK - 2 HIGH BY 2 WIDE	0.0832
6 WAY- 6 - 6" PVC DUCT BANK - 2 HIGH BY 3 WIDE	0.1090
8 WAY- 8 - 6" PVC DUCT BANK - 3 HIGH BY 3 WIDE	0.1530
9 WAY- 9 - 6" PVC DUCT BANK - 3 HIGH BY 3 WIDE	0.1440
12 WAY- 12 - 6" PVC DUCT BANK - 4 HIGH BY 3 WIDE	0.1864
10 WAY- 10 - 6" PVC JOINT DUCT BANK - 4 HIGH BY 3 WIDE (when entirely encased with concrete)	0.2354
10 WAY- 10 - 6" PVC JOINT DUCT BANK - 4 HIGH BY 3 WIDE (when partially encased with concrete)	0.1264
12 WAY- 12 - 6" PVC JOINT DUCT BANK - 4 HIGH BY 3 WIDE (when entirely encased with concrete)	0.2177
12 WAY- 12 - 6" PVC JOINT DUCT BANK - 4 HIGH BY 3 WIDE (when partially encased with concrete)	0.1090
14 WAY- 14 - 6" PVC JOINT DUCT BANK - 5 HIGH BY 3 WIDE (when entirely encased with concrete)	0.2615
14 WAY- 14 - 6" PVC JOINT DUCT BANK - 5 HIGH BY 3 WIDE (when partially encased with concrete)	0.1090

Concrete may be used as backfill material when directed to do so by the Engineer.

No additional compensation will be allowed to the Contractor should trench width or the allowable volumes exceed the encasement material as noted above.

Contractor shall anchor the duct to prohibit the ducts from floating when backfilling with concrete encasement.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard placed for CONCRETE ENCASMENT (DPU-ELECTRIC), which shall be full compensation for all materials, labor, equipment and appurtenances necessary for a complete item.

FA-2 ENCASEMENT (DPU-ELECTRIC)

Description: This work shall consist of furnishing and installing FA-2 ENCASEMENT of the PVC Duct Bank system of the size and type specified herein or as noted on the Plans and shall include but not be limited to providing fine aggregate meeting the IDOT gradation of FA-2 and placing and compacting the aggregate in the trench.

Do to different utility standards some parts of the duct bank runs require a combination of encasements. The type encasement for the duct bank shall be as specified on the Naperville Electric plans and as directed by the City of Naperville's Project Coordinator and/or Project Engineer.

If logistics of obtaining FA-2 for the project is difficult, as an alternant encasement upon approval the City of Naperville will accept FA-20.

FA-2 ENCASEMENT shall be used to fill over, under, and between the duct bank system to the neat lines and full width of the trench in locations specified on the plans or as directed by the Engineer.

A minimum of 4 inches over the top duct of the duct bank system to the neat lines and full width of the trench in locations specified on the engineering drawings or as directed by the Engineer.

Care shall be taken to completely encase the duct bank system with fine aggregate meeting the gradation requirements of FA-2 as specified in Article 1003.04 of the Standard Specifications in lifts no greater than 8-inches.

After the aggregate has been placed it shall be tamped with a mechanical plate to eliminate voids. Care shall be taken when compacting aggregate to not damage the PVC conduit, or separate the joints or couplings.

The Contractor shall utilize Method I (mechanical compaction) as specified in Article 542.04, Backfilling, of the Standard Specifications. No additional compensation shall be made for jetting. FA-2 may be used as backfill material when directed to do so by the Engineer.

Method of Measurement: Placing of FA-2 Encasement shall be visually observed by the City of Naperville or Resident engineer. The encasement shall be measured for payment in place from the neat lines and full width of trench as specified. (See typical trench details) Also from 3-inches below the invert of the bottom conduit to 4" above the crown of the top conduit, or as directed by the Engineer. The table below indicates the allowable volume for payment, (cubic yards per lineal foot) for the various sizes of duct bank.

TYPICAL DUCT BANK SIZE
 ENCASUREMENT

CUBIC YARDS CONCRETE
 PER LINEAL FOOT (PLACED)

2 WAY- 2 - 6" PVC DUCT BANK - 1 HIGH BY 2 WIDE	0.0557
3 WAY- 3 - 6" PVC DUCT BANK - 1 HIGH BY 2 WIDE	0.1003
4 WAY- 4 - 6" PVC DUCT BANK - 2 HIGH BY 2 WIDE	0.0832
6 WAY- 6 - 6" PVC DUCT BANK - 2 HIGH BY 3 WIDE	0.1090
8 WAY- 8 - 6" PVC DUCT BANK - 3 HIGH BY 3 WIDE	0.1530
9 WAY- 9 - 6" PVC DUCT BANK - 3 HIGH BY 3 WIDE	0.1440
12 WAY- 12 - 6" PVC DUCT BANK - 4 HIGH BY 3 WIDE	0.1864
10 WAY- 10 - 6" PVC JOINT DUCT BANK - 4 HIGH BY 3 WIDE (when entirely encased with concrete)	0.2354
10 WAY- 10 - 6" PVC JOINT DUCT BANK - 4 HIGH BY 3 WIDE (when partially encased with concrete)	0.1264
12 WAY- 12 - 6" PVC JOINT DUCT BANK - 4 HIGH BY 3 WIDE (when entirely encased with FA-2)	0.2177
12 WAY- 12 - 6" PVC JOINT DUCT BANK - 4 HIGH BY 3 WIDE (when partially encased with FA-2)	0.1090
14 WAY- 14 - 6" PVC JOINT DUCT BANK - 5 HIGH BY 3 WIDE (when entirely encased with FA-2)	0.2615
14 WAY- 14 - 6" PVC JOINT DUCT BANK - 5 HIGH BY 3 WIDE (when partially encased with FA-2)	0.1090

No additional compensation will be allowed to the Contractor should trench width or the allowable volumes exceed the encasement material as noted above.

Basis of Payment: This item of work shall pay for at the contract unit price, per cubic yard placed, for FA-2 ENCASUREMENT (DPU-ELECTRIC).

TRENCH BACKFILL (SPECIAL)

Description: This work shall be performed in accordance with Section 208 of the IDOT Standards Specifications except as herein modified.

This work shall consist of furnishing, compacting aggregate and select material for backfilling all trenches made in the subgrade of the proposed improvement.

All trenches where the inner edge of the trench is within 2 ft of the proposed edge of pavement, curb and gutter, stabilized shoulder, or sidewalk shall use CA-6 in accordance with Article/Section 1004.01.

For all other trenches, the remainder of the trench shall be backfilled with select material. The select material shall be from excavation or borrow, free from large or frozen lumps, clods, or rock, meeting the approval of the Engineer. The material shall be placed in uniform lifts not exceeding 6 in. thick loose measure. The material in each lift shall be mechanically compacted by tamping with power tools approved by the Engineer in such a manner as not to disturb or damage the conduit.

The contractor may, at no additional cost to the owner, backfill all of the trenches with CA-6 in lieu of select material. The aggregate shall be placed in lifts not exceeding 8 in. in depth loose measurement. The material in each lift shall be mechanically compacted by tamping with power tools approved by the Engineer in such a manner as not to disturb or damage the conduit.

TYPICAL DUCT BANK SIZE FOR BACKFILLING

2 WAY- 2 - 6" PVC DUCT BANK - 1 HIGH BY 2 WIDE
3 WAY- 3 - 6" PVC DUCT BANK - 1 HIGH BY 2 WIDE
4 WAY- 4 - 6" PVC DUCT BANK - 2 HIGH BY 2 WIDE
6 WAY- 6 - 6" PVC DUCT BANK - 2 HIGH BY 3 WIDE
8 WAY- 8 - 6" PVC DUCT BANK - 3 HIGH BY 3 WIDE
9 WAY- 9 - 6" PVC DUCT BANK - 3 HIGH BY 3 WIDE
12 WAY- 12 - 6" PVC DUCT BANK - 4 HIGH BY 3 WIDE
10 WAY- 10 - 6" PVC JOINT DUCT BANK - 4 HIGH BY 3 WIDE
12 WAY- 12 - 6" PVC JOINT DUCT BANK - 4 HIGH BY 3 WIDE
12 WAY- 12 - 6" PVC JOINT DUCT BANK - 4 HIGH BY 3 WIDE
14 WAY- 14 - 6" PVC JOINT DUCT BANK - 5 HIGH BY 3 WIDE

Method of Measurement: Per the neat line width established in the section details, and to a depth 4" above the encased conduit, to the top of trench minus landscaping, full depth parking lots or full depth of street crossing, or where material has already been removed prior to the installation of the duct run, push pits, receiving pits, and over dig of installed manholes.

Basis of Payment: This work shall be paid for at the contract unit price per cubic yard placed, for TRENCH BACKFILL (SPECIAL).

SWITCH GEAR VAULT, INSTALL ONLY

Description: This work consists of installing a City furnished prefabricated fiber-crete switch gear vault with vault lid (vault lid is supplied by the Contractor) as per the details and at the locations shown in the plans. Estimated weight of vault is 700 to 800 pounds.

Included with the switch gear vault installation are excavations, restoration, backfilling, installing, furnishing a vault lid with grounds and testing grounds.

Installing up to 8-3inch conduit positions, and up to 6-6inch conduit positions, using steel/fiber glass bends into the switchgear vaults, using 11,22,30,45 or 90 degree steel/fiber glass bends, or PVC bends male and female couplings, straight pieces of 3", 5", or 6 inch steel rigid conduit or PVC conduit, fittings, assembly, cutting, couplings, and sealant.

The work also includes but is not limited to clearing grubbing, transplanting bushes and shrubs, tree protection, removing the street base, removing all excavated materials and debris, shoring, and bracing materials as required per OSHA.

The work also includes but is not limited to installing new switch gear vaults at various locations within the project.

Also included are line and grade, loading and transporting the vault from the City of Naperville storage location, installing CA-6 bedding, and connections to the new switch gear vault.

Also included is excavating to find existing conduit runs, de-watering of the excavation, and protection of existing utilities.

The vault excavation shall be excavated to the neat lines, width and depth as shown on the plans or as directed by the Engineer.

This work requires an excavation 8 foot square and 4 feet deep, removal of excavated materials off site and backfilling with CA-6, hand digging around energized 7200 volt to ground primary cables, 600 volt secondary cables and 600 volt service cables and street light cables.

This work includes excavation by hand digging and/or machine aided digging.

This work includes the installation of conduit to extend into the vaults with 4 inches of CA-6 backfill materials under the conduit and around the vault to a depth of 6 inches below grade and finish with 6 inches of black dirt and salt tolerant sod/class 1A seed to final grade.

This also includes hand digging of machine aided digging three (3) trenches, 8 feet long, 6 feet wide and 4 feet deep each. This is included as part of the work to install a switch gear vault.

The various bends entering the vault shall be positioned and held in place 6 inches above the bottom of the vault and all conduit openings shall have bell fittings with plugs and pulling string or #12 copper wires THHN installed to and thru to the lid of the switch gear vault.

To recap the above information the Contractor shall provide the following in and around the area and at the site, CA-6 backfill materials, black dirt, salt tolerant sod/class 1A seed, grading, landscaping, stone/rock removal, tunneling, hand digging, install new fencing, removal of fencing, provide space for work area, sidewalk replacement, curb and gutter replacement, tree and brush protection and/or replacement, arborist services, and disposal of all removed materials off site. Hand digging is considered part of the work.

See contract drawings for City of Naperville standard details.

All new vault locations must be approved by the City of Naperville before any work is started.

Vaults may be adjusted to meet the concerns of the property Owners.

All locations shall be identified in the field, dimensioned and recorded in the surveyor's field book. No claims for extra compensation will be considered for cost incurred because of delay due to a change, or the layout of the vault will not fit in the area shown on the drawings.

To recap, the work includes installing all conduits, cutting, placing and arranging conduits, couplings, bends, pumping, tunneling, leveling, cutting, shaving, drilling, saw cutting, and coping of switch gear vault to provide an entrance hole above the support flange to install steel conduit into the vault and associated work to install conduit within and into the electrical equipment at the locations shown.

The switch gear vault opening shall be secured by the Contractor by use of a vault lid purchased by the Contractor and installed over the opening and maintained by the Contractor from vandalism, use, and wear during the length of the project.

The Contractor is advised the vault measures 76 inches wide by 74 inches long and 36 inches deep. The 76 inches side is the door side. The door on the switch gears shall open parallel to the road or as directed by the Engineer.

An outage to perform this work will be determined by the condition of the City of Naperville's electrical system at the time and may not be available in a specific time frame. This condition is normal and is considered incidental to the work. A 72 - 96 hour notice is required for each and every work location. Any delay in completing the work due to outage restrictions or lack of an outage is not a reason for additional compensation and will not be considered. The Contractor shall wait to obtain an outage or move to another task.

The Contractor shall provide tree protection and follow the specifications as shown on the plans for trees to be saved.

Method of Measurement: This work will be measured per each location where a switch gear vault is installed.

Basis of Payment: This work shall be paid for at the contract unit price, per each, SWITCH GEAR VAULT, INSTALL ONLY. This work shall include furnishing and installing the lid(s), (or lids supplied by the City of Naperville) final cleaning out the vault. All labor, material, tools and equipment including excavation, dewatering, grounding, testing the grounds, top soiling 6-inches of black dirt and salt tolerant sod/class 1A seed around the perimeter of the vault and extending out from the vault edges 10 feet in all directions. Also concrete encasement of ducts, pulling and training, warning tape, blow line or mule tape, #12 THHN copper wire or, fencing, landscaping, grading and leveling, disposal of surplus and excavated materials off site, bedding, CA-6 backfill for the entire excavation, transportation and installation of materials to complete the work herein and as shown on the engineering drawings.

FUSE MODULE VAULT, INSTALL ONLY

Description: This work consists of installing a City furnished prefabricated fiber-crete fuse module vault with vault lid (vault lid is supplied by the Contractor if City of Naperville has none in stock) as per the details and at the locations shown in the plans. Estimated weight of vault is 300 to 600 pounds.

Included with the fuse module vault installation are excavations, restoration, backfilling, installing, furnishing a vault lid (if one cannot be provided) with grounds and testing grounds.

The work also includes installing up to 8-3inch conduit positions, and up to 6-5 inch conduit positions, using steel/fiber glass bends into the switchgear vaults, using 11, 22, 30, 45 or 90 degree steel/fiber glass bends, or PVC bends male and female couplings, straight pieces of 3 inch, or 5 inch steel rigid conduit or PVC conduit, fittings, assembly, cutting, couplings, and sealant.

The work also includes but is not limited to clearing grubbing, transplanting bushes and shrubs, tree protection, removing the street base, removing all excavated materials and debris, shoring, and bracing materials as required per OSHA.

The work also includes but is not limited to installing a new fuse module vault at various locations within the project.

Also included are line and grade, loading and transporting the vault from the City of Naperville storage location, installing bedding, and connections to the new fuse module vault.

Also included is excavating to find existing conduit runs, de-watering of the excavation, and protection of existing utilities.

The vault excavation shall be excavated to the neat lines, width and depth as shown on the plans or as directed by the Engineer.

This work requires an excavation 6 foot square and 4 feet deep, removal of excavated materials off site and backfilling with CA6, hand digging around energized 7200 volt to ground primary cables, 600 volt secondary cables and 600 volt service and street light cables.

This work includes excavation by hand digging and/or machine aided digging.

This work includes the installation of conduit to extend into the vaults with 4 inches of CA-6 backfill materials under the conduit and around the vault to a depth of 6 inches below grade and finish with 6 inches of black dirt and salt tolerant sod/class 1A seed to final grade.

This also includes hand digging or machine aided digging three (3) trenches, 7 feet long, 5 feet wide and 4 feet deep each. This is included as part of the work to install a switch gear vault.

The various bends entering the vault shall be positioned and held in place 6 inches above the bottom of the vault and all conduit openings shall have bell fittings with plugs and pulling string or #12 copper wires THHN installed to and thru to the lid of the switch gear vault.

To recap the above information the Contractor shall provide the following in and around the area and at the site, CA-6 backfill materials, black dirt, salt tolerant sod/class 1A seed, grading, landscaping, stone/rock removal, tunneling, hand digging, install new fencing, removal of fencing, provide space for work area, sidewalk replacement, curb and gutter replacement, tree and brush protection and/or replacement, arborist services, and disposal of all removed materials off site. Hand digging is considered part of the work.

See contract drawings for City of Naperville standard details.

All new vault locations must be approved by the City of Naperville before any work is started.

Vaults may be adjusted to meet the concerns of the property Owners.

All locations shall be identified in the field, dimensioned and recorded in the surveyor's field book. No claims for extra compensation will be considered for cost incurred because of delay due to a change, or the layout of the vault will not fit in the area shown on the drawings.

To recap, the work includes installing all conduits, cutting, placing and arranging conduits, couplings, bends, pumping, tunneling, leveling, cutting, shaving, drilling, saw cutting, and coping of switch gear vault to provide an entrance hole above the support flange to install steel conduit into the vault and associated work to install conduit within and into the electrical equipment at the locations shown.

The fuse module vault opening shall be secured by the Contractor by use of a vault lid purchased by the Contractor (or supplied by the City of Naperville) and installed over the opening and maintained by the Contractor from vandalism, use, and wear during the length of the project.

The Contractor is advised the vault measures approximately 48 inches wide by 72 inches long and 36 inches deep. The doors on the fuse module shall open parallel to the road or as directed by the Engineer.

An outage to perform this work will be determined by the condition of the City of Naperville's electrical system at the time and may not be available in a specific time frame. This condition is normal and is considered incidental to the work. A 72 - 96 hour notice is required for each and every work location. Any delay in completing the work due to outage restrictions or lack of an outage is not a reason for additional compensation and will not be considered. The Contractor shall wait to obtain an outage or move to another task.

The Contractor shall provide tree protection and follow the specifications as shown on the plans for trees to be saved.

Method of Measurement: This work will be measured per each location where a fuse module vault is installed.

Basis of Payment: This work shall be paid for at the contract unit price, per each, FUSE MODULE VAULT, INSTALL ONLY. This work shall include, furnishing and installing the lid(s), (or supplied by the City of Naperville) final cleaning out the vault. All labor, material, tools and equipment including excavation, dewatering, grounding, testing the grounds, top soiling 6-inches of black dirt and salt tolerant sod/class 1A seed around the perimeter of the vault and extending out from the vault edges 10 feet in all directions. Also concrete encasement of ducts, pulling and training, warning tape, blow line or mule tape, #12 THHN copper wire or, fencing, landscaping, grading and leveling, disposal of surplus and excavated materials off site, bedding, CA-6 backfill for the entire excavation, transportation and installation of materials to complete the work herein and as shown on the engineering drawings.

TRANSFORMER SINGLE PHASE VAULTS, INSTALL ONLY

The Contractor shall be furnished with a City of Naperville prefabricated fibercrete transformer vault, and transformer grounding. To be installed by the Contractor, at the locations as shown on the drawings or as directed by the Engineer. (See standard for single phase vault C30-0011)

The Contractor shall be responsible for but not limited to preparing the excavation , shoring, sheeting, dewatering, and installation of bedding materials, installation of 2 to 8 -3 inch schedule 40 PVC conduits attached PVC/steel/fiber glass bends to the new vault location.

If needed the contractor shall install 1-3inch schedule 40 PVC with bends and plugs from the new transformer to the existing transformer with bends and plugs and as directed by the Engineer.

A 10 to 15 feet distance is required for future pedestal location. Hand digging is part of the work and is included in this item. (If needed)

The work includes hand digging/machine aided three (3) 6 feet long, 3 feet wide and 4 foot deep trenches. The conduits and PVC/Steel/ Fiber Glass bends that enter the vault shall be installed with a bell fitting and plugged.

The conduit and bends shall be installed into the vault, 6 inches above the bottom of the vault and all conduit openings shall be plugged and taped.

The Contractor shall verify each vault location by checking transformer location numbers on plans versus the markings on the transformer in the field. The marking shall match, if not notify the Engineer. (See Drawings and Specifications.)

All vault locations must be approved by the City of Naperville before any work is started.

Vaults may be adjusted to meet the concerns of the property Owners. All vaults must be identified in the field with stakes, dimensioned and recorded in the surveyor's field book records and a copy furnished to the City of Naperville.

No claims for extra compensation will be considered for cost incurred because of delay due to changing the location of vaults, time lost to re-dig because the vault location will not fit at the first location or cost due to outage restrictions or obtaining approval for said vault(s) location(s).

This work includes: potholing, removal of, maintaining of and planting of shrubs, bushes, flowers fences, gates, rock gardens, and replanting and restoring, removing sod and dirt and restoring with 6 inches black dirt to grade and sod/class 1A seed.

The Contractor shall prepare all conduits by cutting, measuring, prefitting, placing and arranging conduits, in to the bottom of vault before backfilling.

The Contractor shall provide temporary fencing, installation of bends, pumping, tunneling, tree and brush protection and /or replacement, hand digging, stone /rock removal, leveling, and associated work to install conduit within and into the new vault and leveling transformer to grade and elevation.

This work requires hand digging around energized 7200 volt to ground primary cables, 600-volt secondary cables, service cables, and 600-volt services, street light cables, TV cables, and phone lines.

This work includes the installation of sufficient number of 30, 45, and 90 degree bends with pieces of conduit to extend into the new vault a maximum of 6 inches.

Including 6 inches of compacted CA-6 backfill materials under the conduit, under the vault and around the vault and conduit to a depth of 6 inches below grade and finish with 6 inches of black dirt and sod/class 1A seed to final grade.

The Contractor shall not install HDPE conduit under the vault for any reason—the weight of the vault will make HDPE oval over time.

The Contractor shall hand dig a distance of 30 feet at each vault location to provide sufficient slack in the TV cable and/or telephone cable to allow for the installation of the vault and reposition to the original location after the vault is installed. Dispose of all removed materials off site. This is to be done if there is only one location for the transformer vault.

The contractor shall provide and maintain a rigid cover over transformer vault. (City of Naperville has single phase transformer cover to be used) The cover shall support 400 lbs and permanently fastened to last for 4 years. This cover shall be maintained by the Contractor for duration of the project.

If wood is used it shall be replaced when it starts to shrink and the corners come up at no additional cost. This cover will be removed for the cable installation by others.

An outage to perform this work is determined by the condition of the City of Naperville's electrical system and may not be available in the time frame that will meet your needs. This condition is normal and is considered incidental to the work. A 72 – 96 hour notice is required for each and every work location. Any delay in completing the work due to outage restrictions or lack of an outage is not a reason for additional compensation and will not be considered.

The size of the excavation for the vault is 5 feet long by 5 feet wide by 4 feet deep. The Contractor is advised the top of the vault may extend above the ground line no more than 6-inches. If a condition occurs where the area around the vault is low, water is standing or adjusted to provide space for the existing cable. The Contractor shall prepare an area for grading for 3 feet around the vault and shall grade with 6 inches black dirt and sod/class 1A seed, to within 4-inches of the top of the vault.

The Contractor shall install each transformer vault as described above and shown on drawings with grounding and ground testing for a complete job.

The Contractor shall provide a hole by cutting a slot in two places of the transformer vault. (Slot dimensions are 4 inches wide and 12 inches long and ½ inch thick fibercrete) This work includes installing several pieces split 3 inch duct, split by the Contractor, to cover existing cable for 12 feet over 1/0 cables in bottom of vault and backfilling with CA-6. (Only if needed)

The surveyor shall record the digging depth, provide level and grade check for drainage, and adjust vault upward to keep dry, provide location by address and location of vault by GPS triangulation. All measurements are performed and recorded by the Contractor's surveyor.

The Contractor shall install the new vault within 10 feet of the existing transformer, if applicable.

See contract drawings for City of Naperville standard.

Method of Measurement: This work will be measured per each location where a transformer vault is installed.

Basis of Payment: This work shall be paid for at the contract unit price, per each for TRANSFORMER SINGLE PHASE VAULTS, INSTALL ONLY, regardless of the type or size indicated on the plans. This work includes: all conduits, fencing, bends, pumping, tunneling, tree and brush protection and /or replacement, hand digging, stone/rock removal, leveling, backfilling, grading, final elevation and associated work to install THE TRANSFORMER Vault at the locations shown on the plans.

SECONDARY PEDESTALS, INSTALL ONLY

The Contractor shall install a city furnished prefabricated Nordic Pedestal with grounding, in a prepared excavation to the lines and grades as shown on the drawings or as directed by the Engineer(See standard C30-2010).

The Contractor shall be responsible for but not limited to preparing the excavation, the installation of 2 or 3-3 inch schedule 40 PVC conduit attached to 2 or 3 inch flexible poly coiled conduit with schedule 40 PVC bends to the new Pedestal vault location.

The work includes hand digging three (3) 5 feet long, 3 feet wide and 4 to 6 feet deep trenches. (If considered necessary)

The conduits and bends entering the Pedestal shall be installed with schedule 40 PVC conduits and plugged or use a bevel coupling into the Pedestal, 6 inches above the bottom of the Pedestal and all conduit openings shall have a bell fitting and be plugged.

The Contractor shall verify each pedestal location by checking pedestal location numbers on plans versus the markings on the pedestal in the field. If markings do not match, notify the Engineer. See Drawing and Specification.

All pedestal locations must be approved by the City of Naperville before any work is started. Pedestals may be adjusted to meet the concerns of the property Owners.

All pedestals must be identified in the field with stakes, dimensioned and recorded in the surveyor's field book records and a copy furnished to the City of Naperville. No claims for extra compensation will be considered for cost incurred because of delay due to changing the location of the pedestal, outage restrictions or obtaining approval for said pedestal.

The work includes: potholing, removal of, and installing or maintaining of plants, shrubs, bushes, flowers, fences, gates, rock gardens. This also includes removing sod and dirt and restoring with 6 inches thick of black dirt to grade and sod/class 1A seed.

The Contractor shall prepare all conduits, by cutting, placing and arranging conduits, temporary fencing, bends, pumping, tunneling, tree and brush protection and /or replacement, hand digging, stone /rock removal, leveling, and associated work to install conduit within and into the new pedestal and leveling the pedestal and installing to final grade. .

This work requires hand digging around energized 7200 volt to ground primary cables, 600-volt secondary cables, service cables, and 600-volt service, street light cables, TV cables, and phone lines.

This work includes the installation of sufficient number of 30, 45, and 90 degree bends with pieces of conduit to extend into the new pedestal a maximum of 6 inches.

With 4 inches of CA-6 backfill materials under the conduit, pedestal and around the pedestal and conduit to a depth of 6 inches below grade and finish with 6 inches of black dirt and sod/class 1A seed to final grade.

The Contractor shall not install HDPE conduit under the pedestal for any reason.

The Contractor shall hand dig a distance of 15 feet at each pedestal location to provide sufficient slack in the TV cable and/or telephone cable to allow for the installation of the Pedestal and reposition to the original location after the pedestal is installed. (If considered necessary) Dispose of all removed materials off site.

An outage to perform this work is determined by the condition of the City of Naperville's electrical system and may not be available in the time frame that will meet your needs. This condition is normal and is considered incidental to the work. A 72 – 96 hour notice is required for each and every work location. Any delay in completing the work due to outage restrictions or lack of an outage is not a reason for additional compensation and will not be considered.

The size of the excavation for the pedestal is 3 feet long by 3 feet wide by 4 feet deep. The Contractor is advised the top of the Pedestal may extend father above the ground line to allow for low spots, or standing water, or to provide space for the existing cable.

The Contractor shall prepare an area for grading for 3 feet around the pedestal and shall grade with additional 6 inches black dirt and sod/class 1A seed.

The Contractor shall install each pedestal as described above and shown on drawings. The contractor's work includes installing several pieces split 3inch duct, split by the Contractor, to cover existing cable for 12 feet over 1/0 cables in bottom of pedestal and backfilling with CA-6.

The surveyor shall record the digging depth, provide level and grade check for drainage, and adjust pedestal upward to keep dry, provide location by address and location of pedestal vaults by GPS triangulation. All measurements will be by the surveyor.

See contract drawings for City of Naperville standard.

Method of Measurement: This work will be measured per each location where a Pedestal Unit is installed.

Basis of Payment: This work shall be paid for at the contract unit price, per each for SECONDARY PEDESTALS, INSTALL ONLY, regardless of the type or size indicated on the plans. This work includes: all conduits, fencing, bends, pumping, tunneling, tree and brush protection and /or replacement, hand digging, stone/rock removal, leveling, and associated work to install the pedestal unit at the locations shown on the drawings.

HANDHOLE - DEH6
HANDHOLE - DEH8

Description: This work shall consist of installing City of Naperville furnished handholes per the details and at the locations shown on the plans.

Installation will include grounding, and testing the grounds. Also installing 3 inch, and 6-inch PVC conduit into the handholes, using 11, 22, 30, 45, or 90 degree steel/fiber glass or PVC bends, including 3 inch or 6 inch, bell fittings, and couplings.

The site preparation work includes but is not limited to clearing and grubbing, transplanting bushes and shrubs, tree protection, removing the street base, removing all excavated materials and debris off site, excavating and grading for the handhole, shoring and bracing materials as required per OSHA guide lines.

Also included is installing bedding, steel/fiber glass or PVC bends, connections to the new handhole, connect to PVC conduit or steel conduit (adapter connectors for steel to plastic, steel to HDPE or plastic to HDPE supplied and installed).

The handhole excavation shall be excavated to the neat lines, width and depth as shown on the plans or as directed by the Engineer.

The Contractor is responsible for loading and transporting the vault from the City of Naperville storage locations.

The Contractor is advised three types of handholes are available for installation: DEH5, (Wt. 830 lbs) DEH6 (Wt. 920 lbs.) and DEH8 (Wt. 1020 lbs.). The size of the excavation for a handhole for DEH5 is 8 feet long by 6 feet wide by 4 feet deep, for DEH6 is 10 foot long by 6 feet wide by 4 feet deep, and for DEH8 is 12 feet long by 6 feet wide by 4 feet deep. See additional excavation size and FA-2/FA-20 or CA6 backfill requirements on drawings.

This work includes the installation of sufficient number of 11, 22, 30, 45, and 90 degree 3-inch or 6-inch, steel/fiber glass or PVC bends with pieces of conduit to extend into the handholes. This includes hand digging three (3) trenches, 10 feet long, 4 feet wide and 4 feet deep each. (If needed)

With 4 inches of CA-6 backfill materials under the conduit and around the handhole to a depth of 6 inches below grade and finish with 6 inches of black dirt and sod/class 1A seed to final grade.

The bends entering the hand hole shall be installed 6 inches above the bottom of the vault and 6 inches into the vault, and all conduit openings shall be plugged. (See Drawings and Specifications)

If needed the Contractor shall provide 3" or 6" diameter holes in the handhole walls by drilling at specified locations or as required.

The Contractor shall provide in and around the area and at the site, CA-6 backfill materials, black dirt, sod/class 1A seeding, grading, landscaping, stone/rock removal, tunneling, hand digging, install new fencing, removal of fencing, provide space for work area, sidewalk removal and replacement, curb and gutter removal and replacement, tree and brush protection, and/or replacement. Also included are the services of an arborist and dispose of all removed materials off site. Hand digging is considered part of the work.

All new handhole locations must be approved by the CITY OF NAPERVILLE before any work is started. Handholes may be adjusted to meet the concerns of the property Owners. All locations shall be identified in the field, dimensioned and recorded in the surveyor's field book records once the job is awarded to the Contractor.

No claims for extra compensation will be considered for cost incurred because of delay due to a change, utility locates, or the handhole will not fit in the area shown on the drawings. If a move is required, no claims for extra compensation will be considered because of accessing the equipment or obtaining approval for said change.

This work includes installing all conduits, final cleaning out the hand hole, cutting, placing and arranging conduits, couplings, bends, bell fittings, conduit plugs, pumping, tunneling, leveling, and associated work to install conduit within and into the electrical equipment at the locations shown.

An outage to perform this work will be determined by the condition of the City of Naperville's electrical system at the time and may not be available in a specific time frame. This condition is normal and is considered incidental to the work. A 72 – 96 hour notice is required for each and every work location. Any delay in completing the work due to outage restrictions or lack of an outage is not a reason for additional compensation and will not be considered. The Contractor shall wait to obtain an outage or move to another task.

The Contractor shall provide tree protection and follow the specifications as shown on the plans for trees to be protected and saved.

See contract drawings for City of Naperville standard details.

Method of Measurement: This work will be measured per each location where a handhole is installed.

Basis of Payment: This work shall be paid for at the contract unit price, per each, for HANDHOLE - DEH6 and HANDHOLE - DEH8. This work shall include all labor, tools, material and equipment including excavation, dewatering, concrete encasement of ducts, disposal of surplus materials, bedding, backfill the entire excavation with CA-6, transportation and installation of materials to complete the work herein and as shown on the engineering drawings.

CONNECTION TO EXISTING CONCRETE TRANSFORMER FOUNDATION

The Contractor shall install and layout the work to install 1 to 2 - 5 inch PVC or HDPE (poly) conduit(s) attached to 1 to 2 - 5 inch flexible poly or schedule 40 PVC conduit(s), using prefabricated 5-inch steel/ fiberglass bends into existing 3 phase transformer vault.

The Transformer vault has existing 12kV cables installed and the cables shall remain energized and is considered a confined space. The Contractor shall perform all work and provide and install protection per the N.E.S.C and O.S.H.A regulations.

The estimated size of a concrete transformer vault is 3 foot deep 5 foot wide and 5 feet long with an ENERGIZED TRANSFORMER on top of pad vault design.

If the transformer vaults are filled with water and debris it will need to be pumped out and cleaned up.(As needed) The transformer vault is of a precast concrete design and is not furnished with a sump, but is open to the ground and covered with CA-6.

The cables in the transformer vault shall be protected from falling debris. This work requires hand digging around energized 7200 volt phase to ground (12,470 volt phase to phase) primary cables, 600 volt secondary cables and 600 volt service and street light cables and various other utilities.

This work includes the installation of sufficient number of various degree of steel /fiber glass/ PVC bends with pieces of 5 inch PVC conduit, couplings, arranging cutting, positioning, fusing and plugging ducts.

This work also, includes digging a 6 foot wide by 6 foot long by 4 foot deep opening to provide access to allow equipment. Includes concrete/FA-2 encasement of the 5 inch conduit on the outside the vault for 2 feet.

In addition to excavating around, under and next to existing 3 inch, 5 inch and 6 inch schedule 40 PVC with bends into the existing facilities. It is required to include hand digging 2 trenches, 10 feet long, 4 feet wide, 5 feet deep each to relocate cables IN DUCTS.

The conduits and bends entering the structures shall be installed with steel bends/fiber glass bends into the structures, under the foundation at a distance of 6 inches above the bottom of the transformer foundation. The end of the 5 inch conduit inside the transformer vault shall have bell fitting attached then plugged and taped.

All transformer locations shall be identified in the field, dimensioned and recorded in the surveyor's field book after the job is awarded to the Contractor.

The Contractor shall provide in and around the area and at the site CA-6 backfill materials, black dirt, sod, or class 1A seeding, grading, landscaping, stone/rock removal, tunneling, hand digging, install new fencing, removal of fencing, provide space for work area, sidewalk replacement, curb and gutter replacement, tree and brush protection, arborist services, and dispose of all removed materials off site. Hand digging is considered part of the work. No claims for extra compensation will be considered for cost incurred because of delay due to a change, due to layout, utility locates, and obtaining access to the structures or obtaining approval for said change.

Method of Measurement: This work will be measured per each location where conduit is connected to an existing concrete transformer foundation.

Basis of Payment: This work shall be paid for at the contract unit price, per each, for CONNECTION TO EXISTING CONCRETE TRANSFORMER FOUNDATION. This work shall include installing all conduits, bell fittings, seals, cutting, placing and arranging conduits, steel bends, fiber glass bends, PVC bends, pumping, leveling, concrete/FA-2 encasement, layout work, backfilling, trench work, and associated work to install conduit within and into the electrical equipment at the existing locations. An outage to perform this work is determined by the conditions of the City of Naperville's electrical system and may not be available in the time frame that will meet your needs. This condition is normal and is considered incidental to the work. A 72-96 hour notice is required for each and every work location. Any delay in completing the work due to outage restrictions or lack of an outage is not a reason for additional compensation and will not be considered. In the event the Contractor can arrange for an outage the Contractor shall work as if the cables are energized.

CONNECTION TO EXISTING SWITCH GEARS

The Contractor shall enter into an existing switch gear vault from below grade and the contractor shall remove and install 1 to 6 – 5 inch or 6 inch schedule 40 PVC conduit, using prefabricated 5 inch, or 6 inch steel/fiber glass bends entering the existing fuse modules and/or plug cans vaults and switchgear vaults.

This work requires hand digging around energized 7200 volt to ground primary cables (12.45kV phase to phase), and disposing of all removed materials off site.

This work includes the installation of sufficient number of various degree steel/fiber glass bends with pieces of 5 inch or 6 inch PVC conduit, couplings, arranging cutting, positioning, fusing and plugging ducts to extend into the existing vaults.

With 4 inches of CA-6 backfill materials under the conduit and around the vault to a depth of 6 inches below grade and finish with 6 inches of black dirt to final grade with sod/class 1A seeding.

In addition, to excavating around, under and next to existing 5 inch and 6 inch schedule 40 PVC with bends to the existing facilities is required which includes hand digging three (3) trenches, 10 feet long, 4 feet wide, 4 feet deep each. (If needed)

The conduits and bends entering the structures shall be installed with steel/fiber glass bends into the structures, from under the structure foundation to 6 inches above the bottom of the structure and all conduit openings shall be plugged and taped See Drawing and Specification.

All openings into the existing vault locations must be approved by the City of Naperville before any work is started.

The Contractor shall provide in and around the area and at the site CA-6 backfill materials, black dirt, sod/class 1A seeding, grading, landscaping, stone/rock removal, tunneling, hand digging, install new fencing, removal of fencing, provide space for work area, sidewalk replacement, curb and gutter replacement, tree and brush protection, arborist services, and/or replacement .

Hand digging is considered part of the work. No claims for extra compensation will be considered for cost incurred because of delay due to a change, utility locates, obtaining access to the structures or obtaining approval for said change.

The contractor is advised to request to have the line de-energized but due to system requirements this may not be available or in the time frame or length you desire. A 72- 96 hour notice is required for each and every work location. If an outage cannot occur it is up to the Contractor to work around live cables.

An outage to perform this work is determined by the conditions of the City of Naperville's electrical system and may not be available in the time frame that will meet your needs. This condition is normal and is considered part of the work. Any delay in completing the work due to outage restrictions or lack of an outage is not a reason for additional compensation and will not be considered. Restoration and traffic control is included when work area is outside the limits of the road improvement.

Method of Measurement: This work will be measured per each location where conduit is connected to an existing switch gear.

Basis of Payment: This work shall be paid for at the contract unit price, per each, for CONNECTION TO EXISTING SWITCH GEARS. This work shall include installing all conduits, cutting, placing and arranging conduits, steel/fiber glass bends, pumping, tunneling, cutting holes in vault, leveling, and associated work to install conduit within and into the electrical equipment at the existing locations.

3/C-1000MCM CABLE 34kV CU. TRIPLEXED INSTALLATION AND SPLICE CONNECTIONS IN MANHOLES

This work will consist of installing and training cables from existing bus at Westside Substation into existing conduits, and manholes.

The 3/C-1000MCM 34kV CU. with jacketed neutral triplexed weighs 18.96lbs per foot and is on steel returnable reels. This cable is also 2.4 inches in diameter. These reels hold 500 feet plus up to 10% extra per reel.

The Contractor is to furnish the equipment to haul approximate 96 inch outside diameter, approximate 72 inch wide steel reel. The Contractor shall furnish a cable puller large enough to install the 18.96lbs (approximately) per foot cable.

The Contractor will prepare the work area, by pumping manhole, installing racks, arms, and saddles, cutting to length cable to fit into manhole, racking cable in manhole onto the arms and into the saddles. In addition to organizing and installing any and all splices, grounding connections and all other work as required for a complete and safe cable project.

The Contractor shall pre-lubricate the conduit for all cable pulls, along with lubricating the cable as it is being pulled into the conduits.

The Contractor shall clean and remove all debris and pump manhole to be worked in each day. This work shall be performed by journeymen linemen/cable men trained in this profession.

The contractor shall measure the length of cable required, retrieve the cables and all associated materials from the City's warehouse (see material pickup procedures), install the appropriate cable in the proper conduits, make up all required splice connections, and leave the completed material in place in good order for City crews to use and operate, plus identify by tags the "To Locations" of each cable.

An outage to perform this work is determined by the condition of the City of Naperville's electrical system and may not be available in the time frame that will meet your needs. This condition is normal and is considered incidental to the work. A 72-96 hour notice is required for each and every work location. Any delay in completing the work due to outage restrictions or lack of an outage is not a reason for additional compensation. The Contractor shall perform all work and provide and install protection per the N.E.S.C and O.S.H.A regulations.

Measurement and Payment: The work shall be paid for at the contract unit price, per linear foot, 3/C-1000MCM CABLE 34kV CU. TRIPLEXED SPLICE CONNECTIONS. This work shall include all labor, material and equipment. This includes, dewatering, disposal of surplus and excavated materials off site, cleaning manhole, removing debris, pumping, racking, testing, grounding, training cable, preparing cable ends, installing end caps, installing splices, installation of appropriate cable racks, or terminators, transportation and installation of materials to complete the work herein and as shown on the engineering drawings. Confined space training with certification is required for each person performing this work.

SINGLE CONDUCTOR 1000MCM CABLE 34kV CU. INSTALLATION AND SPLICE CONNECTIONS IN MANHOLES

This work will consist of installing and training cables from existing bus at Westside Substation into existing conduits, and manholes.

The single conductor 1000MCM 34kV CU. with jacketed neutral weighs 6.31lbs per foot and is on wooden reels. This cable is also 2.4 inches in diameter. These reels hold 1000 feet plus up to 5% extra per reel.

The Contractor is to furnish the equipment to haul 3 approximately 72 inch diameter and, approximately 72 inch wide wooden reels. These 3 wooden reels of cable shall be install into 1-6" conduit. The Contractor shall furnish a cable puller large enough to install the 18.96lbs per foot cable.

The Contractor will prepare the work area, by pumping manhole, installing racks, arms, and saddles, cutting to length cable to fit into manhole, racking cable in manhole onto the arms and into the saddles. In addition to organizing and installing any and all splices, grounding connections and all other work as required for a complete and safe cable project.

The Contractor shall pre-lubricate the conduit for all cable pulls, along with lubricating the cable as it is being pulled into the conduits.

The Contractor shall clean and remove all debris, including pump manhole to be worked in each day. This work shall be performed by journeymen linemen/cable men trained in this profession.

The contractor shall measure the length of cable required, retrieve the cables and all associated materials from the City's warehouse (see material pickup procedures), install the appropriate cable in the proper conduits, make up all required splice connections, and leave the completed material in place in good order for City crews to use and operate, plus identify by tags the "To Locations" of each cable.

An outage to perform this work is determined by the condition of the City of Naperville's electrical system and may not be available in the time frame that will meet your needs. This condition is normal and is considered incidental to the work. A 72-hour notice is required for each and every work location. Any delay in completing the work due to outage restrictions or lack of an outage is not a reason for additional compensation and will not be considered.

The Contractor shall perform all work and provide and install protection per the N.E.S.C and O.S.H.A regulations.

Measurement and Payment: The work shall be paid for at the contract unit price, per linear foot, for SINGLE CONDUCTOR 1000MCM CABLE 34kV CU. SPLICE CONNECTIONS. This work shall include all labor, material and equipment. The method of measurement will be from device to device, manhole to manhole, manhole to substation riser. This includes, dewatering, disposal of surplus and excavated materials off site, cleaning manhole, removing debris, pumping, racking, testing, grounding, training cable, preparing cable ends, installing end caps, installing splices, installation of appropriate cable racks, or terminators, transportation and installation of materials to complete the work herein and as shown on the engineering drawings. Confined space training with certification is required for each person performing this work.

REMOVE - 3/C-1000MCM CABLE 34kV CU. TRIPLEXED CABLES AND SPLICES IN MANHOLES

This work will consist of removing and training cables from existing manhole 4274M892 from existing conduits, and manhole.

The 3/C-1000MCM 34kV CU. with jacketed neutral triplexed weighs 18.96lbs per foot. This cable is also 2.4 inches in diameter.

The Contractor is to furnish the equipment to remove and haul away 3/C-1000MCM 34kV CU. cable with jacketed concentric neutral.

The Contractor shall install a cable end cap on all non-removed cables ends. Prior to the Contractor installing proposed cables.

The Contractor will prepare the work area, by pumping manhole, removing racks, arms, saddles, and cutting cable. In addition to organizing and removing any and all unneeded splices, grounding connections as required for a complete and safe cable project.

The Contractor shall clean and remove all debris and pump manhole to be worked in each day. This work shall be performed by journeymen linemen/cable men trained in this profession.

The contractor will dump all cut up 3/C-1000MCM str. Cu. cable back at the DPU-Electric warehouse in the proper container.

An outage to perform this work is determined by the condition of the City of Naperville's electrical system and may not be available in the time frame that will meet your needs. This condition is normal and is considered incidental to the work. A 72-96 hour notice is required for each and every work location. Any delay in completing the work due to outage restrictions or lack of an outage is not a reason for additional compensation. The Contractor shall perform all work and provide and install protection per the N.E.S.C and O.S.H.A regulations.

Measurement and Payment: The work shall be paid for at the contract unit price, per linear foot, for REMOVE - 3/C-1000MCM CABLE 34kV CU. TRIPLEXED CABLES AND SPLICES. This work shall include all labor, and equipment. This includes, dewatering, disposal of surplus and excavated materials off site, cleaning manhole, removing debris, pumping, preparing cable ends, installing end caps, removing splices, transportation and removal of materials to complete the work herein and as shown on the engineering drawings. Confined space training with certification is required for each person performing this work.

ROD AND MANDREL

The Contractor shall rod, mandrel and clean all conduits installed.

The Contractor shall purchase, or fabricate and furnish a mandrel for each size of 3-inch, 5-inch, and 6-inch conduit, made of wood or steel, with a pulling eye on each end. The diameter of each mandrel is usually smaller than the inside diameter of the conduit being rod and mandrel. The mandrel shall be approved by the City of Naperville. The Contractor shall use their furnished mandrels to mandrel the conduits. The City of Naperville or Resident Engineer shall observe the rod and mandrel process.

The mandrel size shall be 5.5 inches diameter by 10 inches long and shall weigh 19.766 pounds. The mandrel shall be in accordance with Condux International drawing number 08059549-SPEC or an approved equivalent acceptable to the City of Naperville.

This work includes installing nylon pulling rope thru all the conduits by the Rod and Mandrel method.

The Contractor shall install Mule tape or #12 THHN through the top center conduit of all duct packages or as the conduits break away from the main package to individual devices. The City of Naperville shall determine which type of identification wire to install in each conduit after rod and mandrel is completed.

The Contractor shall install conduit plug and sealing mechanism by providing a hole large enough to pass the rope or tape or THHN #12 wire through. The nylon rope or mule tape or #12 copper wires shall be secured to prevent accidental removal by others.

The Contractor is required to install all conduit ends with bell fittings and plugs, and provide additional protection if the Contractor deems it necessary to last for a 5 year service life.

A nylon pulling rope 1/8th inch in diameter or mule tape or #12 THHN copper wires, furnished by the City of Naperville, shall be pulled through the ducts and left secured to the top of the Vault, handhole, manhole, or pedestal or structure after Rod and Mandrel is completed.

A 12 inch tail will extend outside the enclosure to allow the locator to put a tone on the #12 wire.

The Contractor may choose to use this nylon pulling rope at his own risk to rod and mandrel without fault of the City of Naperville.

The conduit ends shall be sealed, capped and plugged on both ends, and a tail left through the sealed ends of the conduit for others to pull cable at a later date.

The drawings shall be marked and noted that all ducts have been mandrel. The report is signed by both the City of Naperville and Contractor to verify all ducts are clear and sealed for future use.

Any ducts found unclear within one year after installation will be dug up by the Contractor and cleared at no cost to the City of Naperville. However, if the blockage can be determined by the Contractor by excavating in the questioned area where the conduit is blocked and it is determined that the blockage was definitely caused by some unknown party then the cost of repairing the conduit and excavating shall be borne by the City of Naperville.

But if after excavating it is not clear as to whom or what caused the blockage or there is some doubt that the blockage was not caused by another party. Then the Contractor shall repair the conduit, close up the excavation and landscape at the Contractors cost. The City of Naperville shall make the final decision.

Method of Measurement: Each conduit of any size or type, rod and mandrel with p-line or mule tape or #12 THHN wire, is to be identified by electrical facility Identification number. Also it is to be measured in the plan view from manhole to manhole, manhole to switchgear, switchgear to switchgear, etc per linear foot of each conduit rod and mandrel with p-line, mule tape or #12 THHN wire and recorded and dated in the surveyors record book.

This work shall include all labor, materials, consumables, equipment transportation and additional material required to perform the work for a complete job. All work shall be performed in the presence of a City of Naperville inspector or Resident engineer.

Basis of Payment: This work shall be paid for at the contract unit price, per linear foot, for ROD AND MANDREL. This work shall include blow string or mule tape or #12 THHN wire in place. The contractor shall Rod, Mandrel and clean each conduit installed and install in each conduit rope, mule tape or #12 THHN wire, for the entire project, which shall be full compensation for all materials, labor, equipment, consumables, traffic control, cleaning out of facilities worked in, and appurtenances necessary to complete the work.

COUNTERPOISE, UNPAVED

COUNTERPOISE, PAVED

Description: The Contractor shall install counterpoise at a manhole, handhole or switchgear vault as directed by the Engineer or as shown on the drawings.

The counterpoise shall be installed at the locations in paved and unpaved areas as directed by the Engineer.

The work consists of traffic control, excavating, backfilling, protecting the work area, restoring pavement to the original condition or better, disposal of all excavated materials off site, picking up and delivering all material from the City of Naperville storeroom to the job site and installing the equipment.

The Contractor shall excavate a trench 18 inch min to 24 inches max deep and 6 inches wide for a minimum of 100 feet to a maximum of 250 feet, in a radial direction out from the equipment. A bare #4/0 stranded coated copper conductor shall be installed into the trench backfilled with CA-6 and compacted in 6 inch lifts and connected 18 inches below ground to the ground rods previously installed.

The ground with the counterpoise connected and backfilled shall be tested and resistance measured by the Fall of Potential Method or Clamp on Method.

A measured resistance of 25 ohms is the acceptable value. If the reading is above 25 ohms the Contractor shall contact the Engineer and another counterpoise may be installed tested and results evaluated.

See contract drawings, City of Naperville standard specifications, for additional information.

The Contractor is advised that if rock is uncovered or found by potholing to the bottom of a manhole excavation, counterpoise shall be installed with the duct bank.

The counterpoise shall be installed thru the manhole walls or duct entrance and consists of approximately 200 feet on each run.

One end of each run shall installed in the manhole with each run having a 30 foot tail of 4/0 copper bare wire, and both copper wire tails shall be left coiled in the manhole.

The other ends of the coiled wire shall install for 200 feet on top of the duct bank and is continuous. Each run is separated by 2 feet, and installed from the manhole wall to a point 200 feet away, both in the same direction for a total of 400 feet of 4/0 copper bare wire.

Each counterpoise shall be left in the trench and backfilled with trench backfill or as directed by the Engineer.

The tails shall be attached by training 4/0 wire thru the manhole to the ground rods, the trench backfilled and grounds tested

When this situation arises the contractor shall be paid as if the counterpoise is installed in an unpaved area for each foot installed in the duct bank.

The cost of training the wire thru the manhole, connecting, placing and attaching to the manhole walls, and grounding is included in the price for installing counterpoise in unpaved areas.

The disturbed area in unpaved areas shall be fully restored with 6 inches of black dirt and sod/class 1A seed.

The disturbed area in paved areas shall be restored with 12 inches of BAM or 2 inches of asphalt and 10-inch thick concrete with 6-inch sub-base of CA-6 in both situations.

All grounding materials are supplied by the City of Naperville.

Method of Measurement: The work shall be measured per lineal foot of counterpoise placed connected.

Basis of Payment: The work shall be paid for at the contract unit price, per foot, for COUNTERPOISE, UNPAVED and COUNTERPOISE, PAVED. This work shall include all trenching, traffic control, installation of materials furnished by the City of Naperville.

MANHOLE TOP SECTION REPLACEMENT FOR 4223M111
MANHOLE TOP SECTION REPLACEMENT FOR 4274M291
MANHOLE TOP SECTION REPLACEMENT FOR 4212M961

Description: The City of Naperville has 3 manholes that will need to have the top section of each manhole to be removed and re-installed because of the new road widening along Jefferson St and also along Route 59, these manholes are 4223M111, 4274M291, and 4212M961.

Prior to commencing with the removal of the top section manhole the contractor will dig to the seam of the manhole and carefully saw cut a hole in the wall of the manhole. The purpose is to confirm the manhole key way between top and middle sections of the manhole. Once the key way has been established then the top section of the manholes can be made.

The Contractor will uncover the roofs of materials such as sidewalks, landscaping, trees, and any other materials that are located in the area.

The Contractor will dig along all sides of the manholes to a depth that exposes the top section of the manhole from the middle section. The approximate sizes of the manholes (according to manufacture) are 12 feet 6 inches by 7 feet and 11 feet high, and the top section weighs 14,220 pounds.

The hole around the now exposed manhole shall be large enough for the Contractor crews to safely work on the removal of the top section of the manhole.

Prior to the removal of the top section the Contractor shall install temporary protection for the manholes contents which are energized 12kV cables, and fiber optics inter ducts. Any damage to the City of Naperville's Department of Public Utilities – Electric's electric cables or fiber optic contents will be replaced by the Contractor at their expense. This includes all splices for fiber and electric cables, installing wall racks, arms, and saddles for the electric cables, along with clamps for the inter duct of the fiber optic cable. Also, included will be pulling new 12kV and fiber optic cables.

Prior to the removal of the manhole roof the Contractor will contact the Resident engineer and the City of Naperville Department of Public Utilities – Electric inspector, Project Engineer, and Project coordinator.

To recap, now that the top section of the manholes has been exposed to the proper depths, and the Contractor has install protection for the existing 12kV and fiber optic cables and all personnel have been contacted. The Resident engineer needs to confirm the new depth of the road and sub grade. After the top sections of the manholes have been removed, the Contractor shall then measure and confirm sizes and dimensions of the top section of the manhole.

The Contractor will install steel plates to secure excavations for both manholes. These steel plates will remain in place until new top sections of the manholes have been built by Utility Concrete Products (UCP). The Contractor shall shut down the sidewalk as work is being done on the project. It will take about 28 days to manufacture new top sections of manholes.

The City of Naperville Department of Public Utilities – Electric has done elevations of the existing and proposed top sections of each manhole location. DPU-E has also created drawing of the new top sections for each manhole. If all field measurements are verified then DPU-E can submit drawings to UCP for manufacturing. (See detail drawings of manholes for proposed sizes and shapes)

As part of the work the contractor shall cut out conduit from the top section of the manhole prior to the removal. These conduits are located in what is called a knock out window, which is 2 inches thick. Included are 12kV cables and conduit along with fiber optic cables and conduit that have been core drilled into the sides of the manhole wall. These filled conduits need to be cut out and free of concrete and grout.

The new top sections will have their knock out windows removed for easier installation, and “dog houses” built into sides of manholes where existing conduits with 12kV and fiber optic cables are located.

After top section has been installed the Contractor shall install grout around the conduits. The Contractor shall clean out manholes to a broom finish after new top section have been placed and the entire area shall be restored to either the proposed design conditions or the existing condition as directed by the Resident engineer. This includes installation of 6” of black dirt for sod/class 1A seeding, sidewalks, trees, bushes, and curb and gutter if necessary.

Method of Measurement: This work will be measured per each manhole top section replaced.

Basis of Payment: The work shall be paid for at the contract unit price, per each, MANHOLE TOP SECTION REPLACEMENT 4223M111, MANHOLE TOP SECTION REPLACEMENT 4274M291, and MANHOLE TOP SECTION REPLACEMENT 4212M961. This work shall include the unearthing of and exposing the sides of the manholes for the purpose of removing the top section of each manhole as listed in the drawing and specifications. Install a temporary ceiling to protect the existing electric 12kV and fiber optic cables. Also, included is the installation of steel plates over the excavations during of the manufacturing of the top sections of each manhole.

MANHOLE REMOVAL

Description: The City of Naperville Department of Public Utilities – Electric has what is known as a type “E” manhole. This manhole is 10 foot across by 13 foot 6 inches long and 10 foot – 2 inches high and weights a total of 40,460 pounds. (Top section is 20,920 pounds and the bottom section is 19,540 pounds)

This manhole has 12 - 6 inch schedule 40 PVC conduits installed into each end of the manhole. The existing 12kV cables will be removed by others and conduit abandon before manhole removal.

Also included with this manhole is a frame and cover with concrete collars. The Contractor shall unearth the manhole roof and return the frame and cover with concrete collars. If concrete collars are damaged then they shall be disposed of along with the rest of manhole. The removal material shall be disposed of a proper dump facility. The dump tickets will be given to the Resident engineer and recorded.

For further details the Contractor will review detail pages in plan set.

Restoration of this area will be done by others. The Contractor will refill vacated area of manhole with FA-2. The Contractor will give dump tickets to Resident engineer.

Method of Measurement: Removal of one type “E” manhole that weighs 40,460 pounds and backfill vacated manhole with FA-2.

Basis of Payment: This work shall be paid for at the contract unit price, per each, for MANHOLE REMOVAL.

POLE AND CABLE REMOVAL

Description: The City of Naperville Department of Public Utilities – Electric has several (approximate sizes) 60 foot class 3 class 1, 65 foot class 3 to class 1, and 70 foot class 2 to class 1 – 34.5kV transmission poles that need to be removed. Along with each pole 1-static wire (approximately 3/8” steel) with dead-ends clamps or insulators, a 10 foot wood cross arm (some are double arms) with braces and 3 to 6 – 34.5kV insulators, along with 3 phase 394 AAC conductors(estimated size). Also included with the pole removals are anchors and guy wires.

The Contractor will remove each pole and equipment to be disposed of a certified dump site. Additional equipment removals are conduit risers, equipment cross arms, terminators, gang operated air break switch (GOAB's), disconnects, and any miscellaneous equipment or materials. All wires that are to be removed will be dump at the City of Naperville Department of Public Utilities – Electric storage yard where there is a scrap wire container. DPU-E will take care of scraping all cables.

The Contractor shall arrange to have the pole line de-energized prior to the removal of the poles. It could take up to 96 hours to get the line out of service.

Included in dumping of poles the Contractor shall cut up and dispose of existing poles in the DPU-E storage yard. These poles are piled up in one area. Approximate number of poles to be dispose of is 20. This cost will be included with the work.

At pole number 4274N891 the Contractor shall remove the 34.5kV disconnects and return them the DPU-E ware house.

When the Contractor nears the old Jefferson Substation with the pole removals they shall contact the DPU-E inspector. The Contractor needs to coordinate with DPU-E substation crews to remove 34.5kV cables and static wires going to old substation.

The Contractor shall stop the pole removals at pole 4271N693. The Contractor shall then install a guy and anchor at pole 4271N693 going to the west. This guy and anchor will be considered part of the work to finish the pole removals.

Included with this work the Contractor shall fill all holes with FA-2 and restore the area around each pole to the same or better conditions than before.

Method of Measurement: This work shall be measured per each location the pole and cables are removed.

Basis of Payment: This work shall be paid for at the contract unit price, per each, for POLE AND CABLE REMOVAL. This work shall include one span of wire and one pole. Also included is one static wire, one span of three 3 phase 394 AAC conductor, cross arms, equipment arms, brackets, down guys, anchors, risers and removal of all equipment that was not mentioned off the pole.

POLE BUTT REMOVAL

Description: The City of Naperville Department of Public Utilities – Electric has several (approximate sizes) 30 foot class 5 to class 2 to 70 foot class 2 to class 1 –poles that need to have the pole butts to be removed.

These poles already have been stripped of all equipment and material.

The Contractor will remove each pole butt to be disposed of a certified dump site.

Method of Measurement: This work shall be measured per each location the pole butts are removed.

Basis of Payment: This work shall be paid for at the contract unit price, per each, POLE BUTT REMOVAL. This work shall also include filling all holes with FA-2.

3 PHASE TRANSFORMER VAULT ASSEMBLY

Description: The Contractor shall install a City of Naperville prefabricated concrete transformer vault, and transformer grounding. To be installed by the Contractor, at the locations as shown on the drawings or as directed by the Engineer. (See standard for three phase pad and vault M30-1350)

The Contractor shall be responsible for but not limited to preparing the excavation , shoring, sheeting, dewatering, and installation of bedding materials, installation of 2 to 8 -6 inch schedule 40 PVC conduits attached PVC/steel/fiber glass bends to the new vault location.

The work includes hand digging/machine aided three (3) 6 feet long, 3 feet wide and 4 foot deep trenches. The conduits and PVC/Steel/ Fiber Glass bends that enter the vault shall be installed with a bell fitting and plugged.

The Contractor shall be responsible for scheduling delivery time and location with the City of Naperville's supplier.(Utility Concrete Products)

The Contractor shall be responsible for all equipment and labor associated with unloading the pre-cast concrete pad and vault assembly. The pad and vault will come in two (2) sections (top and bottom as shown in the Detail Drawings.

The Contractor shall lift the sections with slings only. Lifting from pulling irons will not be allowed. The Contractor shall verify all dimensions and condition of the pad and vault supplied. All discrepancies shall be reported to the Engineer prior to installation.

The conduit and bends shall be installed into the vault, 6 inches above the bottom of the vault and all conduit openings shall be plugged and taped.

The Contractor shall verify each vault location by checking transformer location numbers on plans versus the markings on the transformer in the field. The marking shall match, if not notify the Engineer. (See standard for three phase pad and vault M30-1350)

All vault locations must be approved by the City of Naperville before any work is started.

Vaults may be adjusted to meet the concerns of the property Owners. All vaults must be identified in the field with stakes, dimensioned and recorded in the surveyor's field book records and a copy furnished to the City of Naperville.

No claims for extra compensation will be considered for cost incurred because of delay due to changing the location of vaults, time lost to re-dig because the vault location will not fit at the first location or cost due to outage restrictions or obtaining approval for said vault(s) location(s).

The Contractor shall prepare all conduits by cutting, measuring, prefabricating, placing and arranging conduits, in to the bottom of vault before backfilling.

The Contractor shall provide temporary fencing, installation of bends, pumping, tunneling, tree and brush protection and /or replacement, hand digging, stone /rock removal, leveling, and associated work to install conduit within and into the new vault and leveling transformer to grade and elevation.

This work requires hand digging around energized 12,470 volt phase to phase or 7200 volt to ground primary cables, 600-volt secondary cables, service cables, and 600-volt services, street light cables, TV cables, and phone lines.

This work includes the installation of sufficient number of 30, 45, and 90 degree bends with pieces of conduit to extend into the new vault a maximum of 6 inches.

Including 6 inches of compacted CA-6 backfill materials under the conduit, under the vault and around the vault and conduit to a depth of 6 inches below grade and finish with 6 inches of black dirt and sod/class 1A seed to final grade.

An outage to perform this work is determined by the condition of the City of Naperville's electrical system and may not be available in the time frame that will meet your needs. This condition is normal and is considered incidental to the work. A 72 – 96 hour notice is required for each and every work location. Any delay in completing the work due to outage restrictions or lack of an outage is not a reason for additional compensation and will not be considered.

The size of the excavation for the vault is 6 feet long by 6 feet wide by 6 feet deep. The Contractor is advised the top of the vault may extend above the ground line no more than 12-inches.

The Contractor shall install each transformer vault as described above and shown on drawings with grounding and ground testing for a complete job.

The Contractor shall provide a hole by cutting a slot in two places of the transformer vault. (Slot dimensions are 4inches wide and 12 inches long and ½ inch thick fibercrete) This work includes installing several pieces split 3inch duct, split by the Contractor, to cover existing cable for 12 feet over 1/0 cables in bottom of vault and backfilling with CA-6. (Only if needed)

The surveyor shall record the digging depth, provide level and grade check for drainage, and adjust vault upward to keep dry, provide location by address and location of vault by GPS triangulation. All measurements are performed and recorded by the Contractor's surveyor.

The Contractor shall install the new vault within 10 feet of the existing transformer, if applicable.

See contract drawings for City of Naperville standard.

Method of Measurement: This work will be measured per each location where a transformer vault is installed.

Basis of Payment: This work shall be paid for at the contract unit price, per each for 3 PHASE TRANSFORMER VAULT ASSEMBLY, regardless of the size indicated on the plans. This work includes: all conduits, fencing, bends, pumping, tunneling, leveling, backfilling, grading, final elevation and all associated work to install the transformer vault at the locations shown on the plans.

HAND DIGGING, 0 FT TO 5 FEET IN PAVEMENT

HAND DIGGING, 5 FT TO 20 FEET IN PAVEMENT

HAND DIGGING, 0 FT TO 5 FEET IN UNPAVED AREAS

HAND DIGGING, 5 FT TO 20 FEET IN UNPAVED AREAS

Description: The Contractor shall assemble the necessary equipment, traffic control, materials, customer contacts, and labor to perform an earth excavation by hand digging the length and width to a depth of 5 foot or 20 foot. The Contractor will meet all federal, local, and OSHA regulations as directed by the Resident engineer.

For unpaved areas the Contractor shall saw cut, remove and install or replace all existing vegetation, including the removal of sod and black dirt, clearing and grubbing, disposal of all materials off site.

For paved areas the Contractor shall remove and install or replace a 12 inch thick concrete or 12 inch thick BAM street base, sub-base, provide earth excavation, and disposal of all materials off site.

This includes backfilling with trench backfill CA-6 street base or sod/class 1A seed and 6 inches of black dirt, providing a J.U.L.I.E. locate, support foreign utilities, and restore area to original or better condition.

Method of Measurement: The hand digging excavation shall be measured to the neat lines required for payment in place and calculated in feet (Length times Width times Depth in cubic yard volume) by the field measurement of straight neat lines.

Basis of Payment: The work shall be paid for at the contract unit price, per cubic yard, for HAND DIGGING, of the depth and type specified on the plans. This work shall include saw cutting, excavating, flagging individuals, steel plates, removal and disposal of excavated materials off site, site preparation, storage, Julie locates, supporting foreign utilities, line and grade, maintaining elevation and all labor tools, equipment, materials, consumables, permits, backfill materials placed and compacted in 6 inch lifts, bituminous materials, tack coat, compaction of sub-base and place sub-base backfill CA-6 materials and appurtenances to complete this item to the satisfaction of the Engineer.

MACHINE AIDED DIGGING, 0 FT TO 5 FEET IN PAVEMENT

MACHINE AIDED DIGGING, 5 FT TO 20 FEET IN PAVEMENT

MACHINE AIDED DIGGING, 0 FT TO 5 FEET IN UNPAVED AREAS

MACHINE AIDED DIGGING, 5 FT TO 20 FEET IN UNPAVED AREAS

The Contractor shall assemble the necessary equipment, traffic control, materials, customer contacts, and labor to perform an earth excavation by machine aided digging the length and width to a depth of 5 foot or 20 foot. The Contractor will meet all federal, local, and OSHA regulations as directed by the Resident engineer.

The excavation shall be of sufficient size to allow 2 work force individuals to perform job duties per OSHA regulations. .

For unpaved areas the Contractor shall saw cut, remove and install or replace all existing vegetation, including the removal of sod and black dirt, clearing and grubbing, disposal of all materials off site.

For paved areas the Contractor shall remove and install or replace a 12 inch thick concrete or 12 inch thick BAM street base, sub-base, provide earth excavation, and disposal of all materials off site.

This includes backfilling with trench backfill CA-6 street base or sod/class 1A seed and 6 inches of black dirt, providing a J.U.L.I.E. locate, support foreign utilities, and restore area to original or better condition.

To recap CA-6 is to be paid separately, as is rock removal to be paid separately, curb and gutter to be paid for separately and sidewalk to be paid separately.

Method of measurement: The machine aided digging excavation (A RUBBER MOUNTED COMBINATION OR BACK HOE IS required) shall be measured to the neat lines required for payment in place and calculated in feet (Length times Width times Depth in cubic yard volume) by the field measurement of neat lines.

Basis of payment: The work shall be paid for at the contract unit price, per cubic yard, for MACHINE AIDED DIGGING, of the depth and type specified on the plans. This work shall include saw cutting, excavating, flagging individuals, steel plates, removal and disposal of excavated materials off site, site preparation, storage, Julie locates, supporting foreign utilities, line and grade, maintaining elevation and all labor tools, equipment, materials, consumables, permits, backfill materials placed and compacted in 6 inch lifts, bituminous materials, tack coat, compaction of sub-base and place sub-base backfill CA-6 materials and appurtenances to complete this item to the satisfaction of the Engineer.

ADDITIONAL GROUND ROD INSTALLATION

Description: This work shall consist of installing additional 10 foot ground rod at each new location. One 10-foot ground rod shall be installed at each transformer vault or riser and four -10 foot ground rods at each fuse, plug or switchgear vault, handhole, splice box, manhole and one -10 foot ground rod at each riser pole or transformer vault. Install 25 feet of 4/0 7 stranded bare copper ground wire around the inside perimeter of each vault, handhole splice box.

See contract drawings, City of Naperville standard specifications for additional information.

The Contractor will test each and every ground rod installed as per specification attached.

The Contractor shall test all ground rods installed and the total system of rods and wire.

The Contractor shall record data on forms supplied and given to the Resident engineer. The Contractor is advised the cost of the above work is included in the pricing for vaults; handholes splice boxes and riser installations for a complete job.

Method of Measurement: This work will be measured per each location where a ground rod is installed.

Basis of Payment: The installation and testing of ground rods which are required in addition to the ground rods already included in the contract unit price of other contract items will be paid for in accordance with Article 109.04 of the Standard Specification. This work shall include installing and testing each additional 10 foot copper clad ground rod 12 inches below grade, including connecting to the existing grounding system with 10 feet of 4/0 copper 7 strand wire 12 inches below grade and testing the system as described above to 25 ohms with documentation. The Contractor is responsible for picking up grounding materials from the City of Naperville storeroom. In addition to furnishing all minor materials, preparation, cleaning, dirt, waste, and gravel removal, pumping, disposal of removed materials, rough grading, and for all labor, equipment, tools, consumables and incidentals necessary to complete the item.

CLEANING EXISTING DRAINAGE STRUCTURES

Effective: September 30, 1985

Revised: December 1, 2011

All existing storm sewers, pipe culverts, manholes, catch basins and inlets shall be considered as drainage structures insofar as the interpretation of this Special Provision is concerned. When specified for payment, the location of drainage structures to be cleaned will be shown on the plans.

All existing drainage structures which are to be adjusted or reconstructed shall be cleaned in accordance with Article 602.15 of the Standard Specifications. This work will be paid for in accordance with Article 602.16 of the Standard Specifications.

All other existing drainage structures which are specified to be cleaned on the plans will be cleaned according to Article 602.15 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price each for DRAINAGE STRUCTURES TO BE CLEANED, and at the contract unit price per foot (meter) for STORM SEWERS TO BE CLEANED, of the diameter specified.

ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

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

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

“Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.05 to read:

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

Revise Article 603.06 to read:

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

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

Revise the first sentence of Article 603.07 to read:

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

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)

Effective: April 1, 2011
 Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- “(i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1) 1030
- “(j) Temporary Rubber Ramps (Note 2)

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

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

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

Revise Article 603.07 of the Standard Specifications to read:

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

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

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

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

Placement shall be according to the manufacturer’s specifications.

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

**HOT MIX ASPHALT MIXTURES, EGA MODIFIED PERFORMANCE GRADED (PG)
 ASPHALT BINDER**

Effective: March 16, 2009

Description. This work shall consist of constructing Hot Mix Asphalt (HMA) mixtures containing ethylene-glycidyl-acrylate (EGA) Modified Performance Graded (PG) Asphalt Binder. Work shall be according to Sections 406, 1030, and 1032 of the Standard Specifications, except as modified herein.

The asphalt binder shall meet the following requirements:

EGA Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans. An ethylene-glycidyl-acrylate (EGA) terpolymer with a maximum of 0.3 percent polyphosphoric acid by weight of asphalt binder, shall be added to the base asphalt binder to achieve the specified performance grade. Asphalt modification at hot-mix asphalt plants will not be allowed. The modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in the following table for the grade shown on the plans.

Ethylene-Glycidyl-Acrylate (EGA) Modified Asphalt Binders		
Test	Asphalt Grade EGA PG 70-22 EGA PG 70-28	Asphalt Grade EGA PG 76-22 EGA PG 76-28
Separation of Polymer Illinois Test Procedure, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions.	4 (2) max.	4 (2) max.
TEST ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

EMBANKMENT II

Effective: March 1, 2011

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

Material. Reclaimed asphalt shall not be used within the ground water table or as a fill if ground water is present.

CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

Effective: May 1, 2007

Revised: January 1, 2012

“(a) Description. Fine aggregate for HMA shall consist of sand, stone sand, chats, slag sand, or steel slag sand. For gradation FA 22, uncrushed material will not be permitted.”

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

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

RECLAIMED ASPHALT PAVEMENT AND SHINGLES (D-1)

Effective: November 1, 2012

Revise: January 1, 2013

Revise Section 1031 of the Standard Specifications to read:

“SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum “Reclaimed Asphalt Shingle (RAS) Sources”, by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve . RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.

- (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
- (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and Processed FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).
- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be processed prior to testing sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the RAP will be used in.
- (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 inch single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

Conglomerate “D” Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as “Non-Quality”.

RAP/FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, plant cleanout etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

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

However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of type 1 RAS with type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. Unless otherwise approved by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The Engineer’s written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be “B Quality” or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type and lot number shall be maintained by project contract number and kept for a minimum of three years.

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

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

(1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

(2) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

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

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

During stockpiling, washed extraction, and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

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

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

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

Parameter	FRAP/RAP or FRAP	Conglomerate "D" Quality RAP
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % ^{1/}	± 0.5 %
G_{mm}	± 0.03 ^{2/}	

1/ The tolerance for FRAP shall be ± 0.3 %.

2/ For slag and steel slag

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

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

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

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

and/or asphalt binder content tests are out of the above tolerances, the RAS shall not be used in Department projects unless the RAS, RAP or FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

1031.05 Quality Designation of Aggregate in RAP/FRAP.

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

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

(2) RAP from Superpave (High ESAL)/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.

(3) RAP from Class I, Superpave (High ESAL)/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.

(4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

(b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

1031.06 Use of RAS, RAP or FRAP in HMA. The use of RAS, RAP or FRAP shall be a Contractor's option when constructing HMA in all contracts.

(a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.

- (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. RAP/FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
- 3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. RAP/FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.

in which the coarse aggregate is Class C quality or better.

- (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be RAP, Restricted FRAP, conglomerate, or conglomerate DQ.

(b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.

(c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.

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

Max Asphalt Binder Replacement RAP Only

Table 1

HMA Mixtures ^{1/, 2/}	Maximum % Asphalt Binder replacement (ABR)		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30L	25	15	10
50	25	15	10
70	15	10	10
90	10	10	10
105	10	10	10
4.75 mm N-50			15
SMA N-80			10

1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.

2/ When the asphalt binder replacement exceeds 15 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 percent, the required virgin asphalt binder grade shall be PG64-28.

RAP shall not exceed the amounts indicated in

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

Max Asphalt Binder Replacement RAS or FRAP

Table 2

HMA Mixtures ^{1/, 2/}	Level 1 - Maximum % ABR		
Ndesign	Binder/Leveling Binder	Surface	Polymer ^{3/, 4/} Modified
30L	35	30	15
50	30	25	15
70	30	20	15
90	20	15	15
105	20	15	15
4.75 mm N-50			25
SMA N-80			15

1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.

2/ When the asphalt binder replacement exceeds 15 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement will require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 percent, the required virgin asphalt binder grade shall be PG64-28.

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

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

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

Max Asphalt Binder Replacement RAS and FRAP Combination
 Table 3

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

1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.

2/ When the binder replacement exceeds 15 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement will require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

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

4/ When the ABR for IL-4.75 mix is 15 percent or less, the required virgin asphalt binder grade shall be SBS PG76-22. When the ABR for the IL-4.75 mix exceeds 15 percent, the virgin asphalt binder grade shall be SBS PG70-28.4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

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

All HMA mixtures will be required to be tested, prior to submittal for Department verification, according to Illinois Modified AASHTO T324 (Hamburg Wheel) and shall meet the following requirements:

Asphalt Binder Grade	# Repetitions	Max Rut Depth (mm)
PG76-XX	20,000	12.5
PG70-XX	20,000	12.5
PG64-XX	10,000	12.5
PG58-XX	10,000	12.5
PG52-XX	10,000	12.5
PG46-XX	10,000	12.5

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.
 For IL 4.75 mm Designs (N-50) the maximum rut depth is 9.0 mm at 15,000 repetitions.

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

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAS, RAP and FRAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

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

RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the maximum size requirement for the HMA mixture being produced.

RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

RAS, RAP and FRAP. HMA plants utilizing RAS, RAP and FRAP shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

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

(2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.

- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).
- f. RAS, RAP and FRAP weight to the nearest pound (kilogram).
- g. Virgin asphalt binder weight to the nearest pound (kilogram).
- h. Residual asphalt binder in the RAS, RAP and FRAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded, FRAP, or single sized will not be accepted for use as Aggregate Surface Course and Aggregate Shoulders."

BNSF RAILROAD AND METRA TEMPORARY SHORING REQUIREMENTS

Description. The Contractor shall be advised that there is work included in this Contract which is to be performed within Burlington Northern Santa Fe Railroad's (BNSF Railroad) right of way and in close proximity to active railroad tracks. The active railroad tracks are utilized by both the BNSF Railroad and Metra. At these locations, BNSF Railroad and/or Metra may require the installation of temporary shoring system while the proposed work is being performed.

If the BNSF Railroad and/or Metra require a temporary shoring system to be installed, the Contractor will be responsible for designing, furnishing all materials and installing the required temporary shoring system. The Contractor shall submit structural calculations and shop drawings for a temporary shoring system at the required locations. The structural calculations and shop drawings shall be prepared and sealed by a Structural Engineer licensed in the State of Illinois. The Contractor shall not begin any proposed work within the BNSF Railroad right of way without receiving written approval from the Engineer, the BNSF Railroad and/or Metra.

Basis of Payment. This work shall be included in the contract unit price for the proposed items for which a temporary shoring system is required. No additional payment will be paid to the Contractor for this work.

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 2, 2007

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

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

	<u>Item</u>	<u>Article/Section</u>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face (Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.02

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2. Type A sheeting can be used on the plywood base.

Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.

Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIREMENTS

Installation. The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft. (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft. (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

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

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method of Measurement. This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis of Payment. This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

FRICTION SURFACE AGGREGATE (D1)

Effective: January 1, 2011

Revised: November 1, 2012

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

“(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.

- a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
- b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase.”

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

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

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

Use	Mixture	Aggregates Allowed	
Class A	Seal or Cover	<u>Allowed Alone or in Combination:</u> Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete	
HMA All Other	Shoulders	<u>Allowed Alone or in Combination:</u> Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{1/} Crushed Steel Slag ^{1/} Crushed Concrete	
HMA High ESAL Low ESAL	C Surface IL-12.5,IL-9.5, or IL-9.5L	<u>Allowed Alone or in Combination:</u> Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{1/} Crushed Steel Slag ^{1/} Crushed Concrete	
HMA High ESAL	D Surface IL-12.5 or IL-9.5	<u>Allowed Alone or in Combination:</u> Crushed Gravel Carbonate Crushed Stone (other than Limestone) Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{1/} Crushed Steel Slag ^{1/} Crushed Concrete	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
50% Limestone	Any Mixture D aggregate other than Dolomite		

Use	Mixture	Aggregates Allowed	
		75% Limestone	Crushed Slag (ACBF) ^{1/} or Crushed Sandstone
HMA High ESAL	F Surface IL-12.5 or IL-9.5	<u>Allowed Alone or in Combination:</u> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{1/} Crushed Steel Slag ^{1/} No Limestone or no Crushed Gravel alone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel, or Dolomite	Crushed Sandstone, Crushed Slag (ACBF) ^{1/} , Crushed Steel Slag ^{1/} , or Crystalline Crushed Stone
HMA High ESAL	SMA Ndesign 80 Surface	Crystalline Crushed Stone Crushed Sandstone Crushed Steel Slag ^{1/}	

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

HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013.

Revised: January 16, 2013

1) Design Composition and Volumetric Requirements

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

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

High ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/}										
Sieve Size	IL-25.0 mm		IL-19.0 mm		IL-12.5 mm		IL-9.5 mm		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max
1 1/2 in. (37.5 mm)		100								
1 in. (25 mm)	90	100		100						
3/4 in. (19 mm)		90	82	100		100				
1/2 in. (12.5 mm)	45	75	50	85	90	100		100		100
3/8 in. (9.5 mm)						89	90	100		100
#4 (4.75 mm)	24	42 ^{2/}	24	50 ^{2/}	28	65	28	65	90	100
#8 (2.36 mm)	16	31	20	36	28	48 ^{3/}	32	52 ^{3/}	70	90
#16 (1.18 mm)	10	22	10	25	10	32	10	32	50	65
#50 (300 μm)	4	12	4	12	4	15	4	15	15	30
#100 (150 μm)	3	9	3	9	3	10	3	10	10	18
#200 (75 μm)	3	6	3	6	4	6	4	6	7	9
Ratio Dust/Asp halt Binder		1.0		1.0		1.0		1.0		1.0 ^{4/}

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 40 percent passing the #4 (4.75 mm) sieve for binder courses with Ndesign ≥ 90.

3/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign ≥ 90.

4/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.”

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

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

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

VOLUMETRIC REQUIREMENTS High ESAL						
Ndesign	Voids in the Mineral Aggregate (VMA), % minimum					Voids Filled with Asphalt Binder (VFA), %
	IL-25.0	IL-19.0	IL-12.5	IL-9.5	IL-4.75 ^{1/}	
50	12.0	13.0	14.0	15	18.5	65 – 78 ^{2/}
70					65 - 75	
90						
105						

1/ Maximum Draindown for IL-4.75 shall be 0.3%

2/ VFA for IL-4.75 shall be 72-85%”

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

Revise the Control Limits Table in Article 1030.05(d)(4) of the Standard Specifications to read.

"CONTROL LIMITS"					
Parameter	High ESAL Low ESAL	High ESAL Low ESAL	All Other	IL-4.75	IL-4.75
	Individual Test	Moving Avg. of 4	Individual Test	Individual Test	Moving Avg. of 4
% Passing: ^{1/}					
1/2 in. (12.5 mm)	± 6 %	± 4 %	± 15 %		
No. 4 (4.75 mm)	± 5 %	± 4 %	± 10 %		
No. 8 (2.36 mm)	± 5 %	± 3 %			
No. 16 (1.18 mm)				± 4 %	± 3 %
No. 30 (600 μm)	± 4 %	± 2.5 %			
Total Dust Content No. 200 (75 μm)	± 1.5 %	± 1.0 %	± 2.5 %	± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %	± 0.5 %	± 0.3 %	± 0.2 %
Voids	± 1.2 %	± 1.0 %	± 1.2 %	± 1.2 %	± 1.0 %
VMA	-0.7 % ^{2/}	-0.5 % ^{2/}		-0.7 % ^{2/}	-0.5 % ^{2/}

1/ Based on washed ignition oven

2/ Allowable limit below minimum design VMA requirement"

2) Design Verification and Production

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

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

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

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

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

(1)Hamburg Wheel Test criteria.

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

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions. For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

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

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

“(c) Hamburg Wheel Test. All HMA mixtures shall be sampled within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day’s production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract. The Department may conduct additional Hamburg Wheel Tests on production material as determined by the Engineer. If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria”

Basis of Payment. Revise the seventh paragraph of Article 406.14 of the Standard Specifications to read:

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

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

STORM WATER POLLUTION PREVENTION PLAN



**Illinois Department
of Transportation**

Storm Water Pollution Prevention Plan

Route	<u>FAP 338</u>	Marked Rte.	<u>Illinois Route 59</u>
Section	<u>Various (See Item I.B)</u>	Project No.	<u>Various (See Item I.B)</u>
County	<u>DuPage</u>	Contract No.	<u>Various (See Item I.B)</u>

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.

Diane O'Keefe
Print Name
Director, District One Engineer
Title
Illinois Department of Transportation
Agency

Signature
3-21-12
Date

I. Site Description:

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

The project consists of six construction contracts for the proposed improvements of 3.50 miles of Illinois Route 59 and reconstruction of the intersecting cross streets from New York Street / Aurora Avenue to Ferry Road. The project is located in the City of Naperville and City of Aurora in DuPage County. The approximate latitude and longitude for the beginning and ending project limits are 41° 45' 35" N / 88° 12' 21" W and 41° 48' 35" N / 88° 12' 13" W, respectively.

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

Advance Work - Tree Removal

Section 2011-037-DTR
Project No. C-91-540-11
Contract No. 60P43

Work in this contract includes removal of all existing trees in conflict with the proposed roadway improvement on Illinois Route 59 from New York Street / Aurora Avenue to Ferry Road. Tree removal will also occur on the following side roads: New Your Street, Aurora Avenue, Liberty Street, Jefferson Avenue, Meridian Parkway, Glacier Park Avenue, North Aurora Road, Bruce Lane, Brookdale Road and Diehl Road.

Advance Work - Pump Station 47 Replacement

Section 2011-035-I
Project No. C-91-538-11
Contract No. 60P41

Work in this contract includes advance work to remove and reconstruct Pump Station 47 at the B.N.S.F. Railroad underpass and construction of one retaining wall on Illinois Route 59 south of North Aurora Road.

Advance Work - Retaining Walls

Section 2011-036-I

Project No. C-91-539-11

Contract No. 60P42

Work in this contract includes advance work to construct five retaining walls for the proposed improvement on Illinois Route 59 from New York Street / Aurora Avenue to Diehl Road. Two retaining walls to be constructed are located on the east side of Illinois Route 59 between New York Street / Aurora Avenue and Liberty Street / Jefferson Avenue. Two retaining walls to be constructed are located at the B.N.S.F. Railroad underpass on Illinois Route 59. The fifth wall retaining wall to be constructed in this contract is located north of Brookdale Road on the east side of IL Route 59.

Roadway Reconstruction (New York St. / Aurora Ave. to North Aurora Road)

Section (112 & 113) WRS-7

Project No. C-91-064-12

Contract No. 60R30

Construction for this contract will include the reconstruction of Illinois Route 59 from New York Street / Aurora Avenue to North Aurora Road. Side road reconstruction includes New York Street, Aurora Avenue, Liberty Street, Jefferson Street, Glacier Park Avenue, Meridian Parkway and North Aurora Road. Additional activities will include storm sewer, drainage structures, combination concrete curb and gutter, pavement marking, signing, landscaping, traffic signal modernization and all incidental and collateral work necessary to complete the contract.

Roadway Reconstruction (North Aurora Road to Diehl Road)

Section (112 & 113) WRS-6

Project No. C-91-065-12

Contract No. 60R31

Construction for this contract will include the reconstruction of Illinois Route 59 from North Aurora Road to Diehl Road. Side road reconstruction includes Brookdale Avenue and Diehl Road. Additional activities will include storm sewer, drainage structures, combination concrete curb and gutter, pavement marking, signing, landscaping, traffic signal modernization and all incidental and collateral work necessary to complete the contract.

Roadway and Interchange Reconstruction

Section (112 & 113) WRS-5

Project No. C-91-014-10

Contract No. 60I31

Construction for this contract will include the reconstruction of Illinois Route 59 from Diehl Road and Ferry Road, and the replacement of the existing I-88 and Illinois Route 59 interchange with a Diverging Diamond Interchange (DDI). Additional activities will include storm sewer, drainage structures, combination concrete curb and gutter, pavement marking, signing, landscaping, traffic signal modernization and all incidental and collateral work necessary to complete the contract.

- C. Provide the estimated duration of this project:

The estimated duration of all construction contracts associated with this project is 24 to 36 months.

- D. The total area of the construction site is estimated to be 149.57 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 149.57 acres.

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

The weighted average run off coefficient for this project is 0.56 prior to construction.

The weighted average run off coefficient for this project is 0.66 following construction.

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

Eleven soil types are located within the project area of the Illinois Route 59 Improvement Project, which are listed below. A soils map provided by the United States Department of Agriculture (USDA) is attached.

Drummer silty clay loam (152A) – A poorly drained soil with moderate permeability. This soil has a slight susceptibility to water and wind erosion with slopes that are between zero and two percent.

Varna silty clay loam (223B) – A moderately well drained soil with moderately slow permeability. This soil is susceptible to water erosion and slightly susceptible to wind erosion with slopes that are between two and four percent.

Peotone silty clay loam (330A) – A very poorly drained soil with moderately slow permeability. This soil has a slight susceptibility to water and wind erosion with slopes that are between zero and two percent.

Waupecan silt loam (369B) – A well-drained soil with moderate permeability. This soil is susceptible to water erosion and slightly susceptible to wind erosion with slopes that are between two and four percent.

Mundelein silt loam (442A) – A somewhat poorly drained soil with moderately slow permeability. This soil has a slight susceptibility to water and wind erosion with slopes that are between zero and two percent.

Barrington silt loam (443B) – A moderately well drained soil with moderate permeability. This soil has a slight susceptibility to water and wind erosion with slopes that are between two and four percent.

Ozaukee silt loam (530C2) – A moderately well drained soil with moderate permeability. This soil is susceptible to water erosion and slightly susceptible to wind erosion with slopes that are between four and six percent.

Markham silt loam (531B) – A moderately well drained soil with moderately slow permeability. This soil is susceptible to water erosion and slightly susceptible to wind erosion with slopes that are between two and four percent slope.

Graymont silt loam (541B) – A moderately well drained soil with slow permeability. This soil is susceptible to water erosion and slightly susceptible to wind erosion with slopes that are between two and five percent.

Chenoa silty clay loam (614A) – A somewhat poorly drained soil with slow permeability. This soil has a slight susceptibility to water and wind erosion with slopes that are between zero and two percent.

Orthents, loamy, undulating (802B) – A well-drained soil with moderately slow permeability. This soil is susceptible to water erosion and slightly susceptible to wind erosion with slopes that are between one and six percent.

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

There are eight wetland sites and one Waters of the US within the ESR project limits that total an area of 2.97 acres. The following is a list of sites and their areas.

Site No.	General Location	Type	Acres
1	West side of IL 59 north of Ferry Road	Wet Meadow	0.04
2	Adjacent to outside of Ramp C	Wet Shrubland	0.27
4	Infield area adjacent to Ramp D	Marsh	1.13
5	Approximately 250 feet west of IL 59 on the south side of Diehl Road	Marsh	0.01
7	Approximately 550 feet east of IL 59 on the south side of	Wet Meadow	0.44

	LaSalle Avenue		
9	Approximately 400 feet east of IL 59 between Brookdale Road and LaSalle Avenue	Marsh	0.04
16	Adjacent to the east side of IL 59, north of Ramp B Terminus	Marsh	0.34
17	North side of Ramp B east of IL 59	Wet Meadow	0.02
20	Adjacent to the north side of I-88, west of Ramp C	Wet Meadow	0.38
21	Adjacent to the south side of I-88, west of Ramp D	Wetland Pond	0.03
W1	South of the BNSF Railroad and north of Meridian Lakes Drive on both sides of IL 59	Waters of the US	0.27

The widening of IL Route 59 from four to six lanes with a 30' median and the construction of the diverging diamond interchange necessitates the impacts to three of the above wetland sites. Wetlands sites 4, 5, 16 and W1 are expected to be partially impacted for a total area of 0.64 acres.

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

Potentially high erosive areas located within the project limits include the following:

- Areas of embankment steeper than 1V:3H adjacent to the Diverging Diamond Interchange (Interstate 88 and IL Route 59)
- Areas of embankment associated with proposed retaining walls and earth berm
- Earth disturbing activity adjacent to flowing water including tree removal and clearing near Sta. 3958+50
- Areas of storm sewer installation near the proposed pump station

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

Advance Work - Tree Removal

Tree removal will take place adjacent to IL Route 59 on the east and west sides and on the side roads. This work will be limited to daytime and off-road operations with intermittent off-peak period lane closures. Clearing, grubbing and tree removal throughout the project will be subject to erosivity until temporary or permanent soil stabilization measures are established.

Advance Work - Pump Station 47 Replacement

Work in this contract includes the storm sewer, drainage structures, earthwork and proposed pump station will take place adjacent to IL Route 59 on the west side at the B.N.S.F. RR underpass. This work will be limited to daytime and off-road operations with intermittent off-peak period lane closures. Existing steep slopes (2:1) will be disturbed during construction of the pump station and retaining wall.

Advance Work - Retaining Walls

Work in this contract includes the construction of proposed retaining walls, structure excavation, concrete operations and grading will take place adjacent to IL Route 59 in five various locations. This work will be limited to daytime and off-road operations with intermittent off-peak period lane closures.

Roadway Reconstruction (New York St. / Aurora Ave. to North Aurora Road)

Roadway Reconstruction (North Aurora Road to Diehl Road)

Roadway and Interchange Reconstruction

Construction activities will include temporary pavement placement, existing raised median removal, installation of storm sewer and drainage structures, concrete curb and gutter, concrete pavement and corner islands, construction of proposed concrete and landscaped medians. Detailed staging plans for these contracts are currently being developed. See contract plans for these contracts for detailed soil disturbing activities and locations. The diverging diamond interchange construction will involve many steep slopes (2:1) adjacent to the proposed ramps and structures carrying Illinois Route 59 over Interstate 88. Proposed embankments placed throughout the project will be subject to erosion until temporary or permanent soil stabilization measures have been placed. In areas where foreslopes are steeper than 3:1, and as indicated on the plans, soil shall be stabilized with erosion control blanket or mulching.

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

K. Identify who owns the drainage system (municipality or agency) this project will drain into:

The drainage system for Illinois Route 59 within the project limits outfalls to Waubensee Creek and Ferry Creek Tributary. Waubensee Creek and Ferry Creek Tributary are under the jurisdiction of the US Army Corps of Engineers. Some parts of the drainage system discharge to the City of Naperville and City of Aurora municipal separate storm sewer systems. The drainage system at the IL Route 59 and I-88 interchange flows into the Illinois Tollway ditch system.

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

Waubensee Creek ultimately discharges to the Fox River
Illinois Tollway Ditch discharges to Ferry Creek which ultimately discharges to West Branch Dupage River
Ferry Creek Tributary discharges to Ferry Creek which ultimately discharges to West Branch Dupage River

The receiving waters are not listed as Biologically Significant Streams nor are they listed on the 303d list for sediment/siltation, turbidity or total suspended solids. However, it should be noted that downstream sections of the West Branch DuPage River are impaired for sediment/siltation.

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.

Where the wetlands listed in Item I.G are adjacent to construction activities, no intrusion fencing shall be placed at the wetland boundaries prior to the start of construction to discourage intrusion into the non-impacted wetlands. Other areas which are to be protected and/or remain undisturbed are Waubensee Creek, Ferry Creek Tributary and Illinois Tollway ditches.

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

- Floodplain
- Wetland Riparian
- Threatened and Endangered Species
- Historic Preservation
- 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
- Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
- Applicable Federal, Tribal, State or Local Programs

- Other – McDonald Grove County Forest Preserve
(located downstream along the Ferry Creek and the unnamed tributary to Ferry Creek)

1. 303(d) Listed receiving waters (fill out this section if checked above):

- a. The name(s) of the listed water body, and identification of all pollutants causing impairment:

- b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

- c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
- d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

2. TMDL (fill out this section if checked above)

- a. The name(s) of the listed water body:
- b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:
- c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

O. The following pollutants of concern will be associated with this construction project:

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

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.I. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. Erosion and Sediment Controls

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

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

practicable thereafter.

The following stabilization practices will be used for this project:

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

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

Mature vegetation which lines the existing ditches will be preserved and maintained where possible. The existing ditches outside the project limits will filter and convey runoff from the construction site before it reaches the outlet.

Temporary Erosion Control Seeding: Temporary seeding will be treated following the IDOT Standard Specifications for Road and Bridge Construction. The seed mixture will depend on the time of year it is applied. Winter wheat mix shall replace spring oats mix for temporary seed applied after July 31 and before November 15. All areas disturbed by construction will be stabilized within seven days of Temporary Erosion Control Seeding.

Erosion Control Blankets: Erosion control blankets will be installed over all temporary seed areas to protect from erosion and allow seeds to germinate. Specifically, erosion control blanket and seeding will be placed over fill slopes (3H:1V and steeper) and in temporary and permanent ditches.

Temporary Tree Protection: Shall consist of the following items: temporary fencing, tree trunk protection, tree root pruning and tree pruning as shown on the plans or as directed by the Engineer in accordance with Article 201.06 of the IDOT Standard Specifications for Road and Bridge Construction.

Geotextile fabrics shall be used to separate, reinforce, filter, protect and drain the proposed aggregate subgrades at the locations indicated on the plans.

Temporary mulching will be applied in disturbed areas on the project after September 30th or in the winter months when seeds will not germinate to provide protection until the following spring. Compost (Mulch Method 4) is to be utilized for temporary stabilization when temporary seed will not germinate, for example during midsummer drought or January thaw.

Permanent seeding shall be applied in accordance with the IDOT Standard Specifications for Road and Bridge Construction. As shown on the erosion control plans for the mainline roadway and interchange reconstruction contracts (60R30, 60R31 and 60I31), permanent stabilization in one stage shall be completed prior to beginning work in the subsequent stage. Seed will be placed as shown on the plans from April 1 to June 15 and August 1 to November 1 after the final grade is reached and no further soil disturbance is expected for at least a year. Within 24 hours from the time seeding has been performed, the seeded area shall be given a covering of mulch by methods as indicated on the plans. Under no circumstances shall the contractor prolong final grading and shaping so that the entire project can be permanently seeded at one time.

Dust control measures will be implemented in accordance with Article 107.36 of the *IDOT Standard Specifications for Road and Bridge Construction*.

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

Permanent Stabilization: All areas disturbed by construction activities will be stabilized with permanent

seeding or sodding immediately following the finished grading. Erosion control blankets will be installed over seeded areas to protect from rill and gully erosion and to allow the seed to germinate properly.

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

The following structural practices will be used for this project:

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

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

In-Stream Work Plan: Contract 60R30 requires an US Army Corps of Engineers (ACOE) 404 permit. The permit issued to the Department does not cover the in-stream work by the Contractor. Therefore, after award, the Contractor will need to submit the work plan to IDOT's resident engineer for acceptance. The acceptable plan must be submitted to the ACOE prior to starting work. The ACOE will not be providing an approval, unless stated otherwise in the permit, and in-stream work can commence at the Contractor's discretion after the ACOE has been copied on the work plan acceptable to the Department. Guidelines on acceptable in-stream work can be found on the ACOE 404 approval letter in the Special Provisions.

Perimeter Erosion Barrier: Sediment control silt fence will be placed adjacent to areas of construction limits in areas where the ground slopes away from the project site to intercept waterborne silt and prevent it from leaving the project site. In locations where there is concentrated flow, temporary ditch checks should be used as perimeter erosion barrier.

Temporary Ditch checks will be placed in swales where runoff velocity is high or as directed by the Engineer in order to prevent downstream erosion. Temporary ditch checks will be constructed with urethane foam and/or geotextile ditch checks so that elevation of the toe in accordance with IDOT Standard 280001. For flat ditches the distance between successive ditch checks shall not exceed 400 feet.

Storm Drain Inlet Protection: Sediment filters will be placed in all inlets, catch basins and manholes during construction and will be maintained throughout the entire contract and will be cleaned regularly. Pipe and inlet protection will be in accordance with IDOT Standard 280001. Sediment filters will be cleaned on a regular basis as indicated in the special provisions. Straw bales will not be allowed for inlet and pipe protection; a combination of temporary ditch checks, temporary seed and erosion control blanket can be utilized for inlet and pipe protection.

Sediment Trap: See Attachment A - IDOT Guidance for the Construction of Temporary Sediment Traps.

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

Stone riprap will be utilized as protection at the discharge end of all culvert end sections to prevent downstream scouring and erosion.

Retaining walls: The project will have 4,969 feet of retaining soldier pile walls and 2,420 feet of cast-in-place walls to minimize wetland impacts and to maintain acceptable slopes to prevent erosion of adjacent soils to the roadway.

3. **Storm Water Management:** Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- a. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

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

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

Description of storm water management controls:

Storm water detention is being utilized for the proposed storm sewer outlets at the Waubensee Creek near the B.N.S.F. Railroad underpass. The Waubensee Creek is identified as a non-sensitive outlet because of none flooding history at this location. However, due to the history of flooding at the B.N.S.F. viaduct, detention was provided at this location to alleviate the problem.

The proposed storm sewer for the project will be oversized to provide in-line detention and controlled with restrictor manholes prior to release into the Waubensee Creek.

Restrictor controls on the outflow from the detention pond in the interchange infield prior to discharging water into the Tollway drainage ditch on the south side of I-88 will be installed.

Landscaped medians are being provided as a permanent BMP to help decrease the amount of new impervious surface.

All these permanent BMP systems are to remain in place during and after construction.

4. **Approved State or Local Laws:** The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications. 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:

All management practices, controls, and other provisions provided in this plan are in accordance with the current edition of the IDOT Standard Specifications for Bridge and Road Construction, IDOT Supplemental Specifications and Recurring Special Provisions and the Illinois Tollway Erosion and Sediment Control, Landscape Design Criteria.

5. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.
- a. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
- Approximate duration of the project, including each stage of the project
 - Rainy season, dry season, and winter shutdown dates
 - Temporary stabilization measures to be employed by contract phases
 - Mobilization timeframe
 - Mass clearing and grubbing/roadside clearing dates
 - Deployment of Erosion Control Practices
 - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
 - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
 - Paving, saw-cutting, and any other pavement related operations
 - Major planned stockpiling operations
 - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
 - Permanent stabilization activities for each area of the project
- b. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
- Vehicle Entrances and Exits – Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
 - Material Delivery, Storage and Use – Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
 - Stockpile Management – Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
 - Waste Disposal – Discuss methods of waste disposal that will be used for this project.

- Spill Prevention and Control – Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
- Concrete Residuals and Washout Wastes – Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management – Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling – Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance – Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Additional measures indicated in the plan.

III. Maintenance:

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

Construction equipment shall be stored and fueled only at designated locations. All necessary measures shall be taken to contain any fuel or pollution runoff in compliance with environmental law and EPA Water Quality Regulations. Leaking equipment or supplies shall be immediately repaired or removed from the site. On a weekly basis, the Engineer shall inspect the project to determine that erosion control efforts are in place, effective, and whether any further measure is needed. Sediment collected during construction by the various temporary erosion control systems shall be disposed on site on a regular basis as directed by the Resident Engineer according to Article 202.03 of the *IDOT Standard Specification for Road and Bridge Construction*. All erosion and sediment control measures will be checked weekly and after each significant rainfall (1/2 inch or greater in a 24-hour period). During the winter months, all measures will be checked after each significant snowmelt.

The following items will be checked:

- Perimeter Erosion Barrier
- Temporary Ditch Check
- Storm Drain Inlet Protection
- Stabilized Construction Entrance/Exit
- Temporary Erosion Control Seeding
- Temporary Mulch
- Erosion Control Blanket
- Inlet and Pipe Protection
- Sediment Traps
- Temporary Ditch Checks
- Temporary Sediment Basins
- Permanent Seeding

Items shall be checked for structural integrity, sediment accumulation and functionality. Any damage or undermining shall be repaired immediately. Accumulated sediment shall be removed and properly disposed of in accordance with Article 202.03 of the *IDOT Standard Specifications for Road and Bridge Construction*. Stone at the sediment traps and riprap aprons shall be replaced due to washout. All erodible bare earth areas with temporary seeding will be inspected on a weekly basis and reseeded as necessary. Perimeter erosion barrier will be maintained at low lying areas throughout the length of the contracts; deteriorated fabrics shall be replaced, wire connections restored and fabric properly buried. All slope, berm or outlet erosion shall be repaired immediately following significant rainfall events. Sediment traps, sediment basins and sediment filter bags will be cleaned once silt fills 50% of their capacity. All maintenance measures will be carried out as specified in the current version of the *IDOT Standard Specifications for Road and Bridge Construction*.

All maintenance of the erosion control systems will be the responsibility of the contractor. All erosion and control devices need to be inspected several weeks prior to the anticipated beginning of the winter season to allow for clean out and restoration of the various devices. The inspection should determine whether:

- Sediment basins and sediment traps are in place and cleaned out
- Perimeter erosion barrier has been inspected, deteriorating fabric replaced, wire connection restored and fabric properly buried
- Ditch checks have been inspected, cleaned and replaced if necessary
- Riprap has been renewed with supplemental rock if necessary
- Erosion control blanket is in place and functioning properly
- Temporary mulching and/or temporary seeding has been applied where necessary
- Culvert and bridge sites are properly protected
- The contractor understands his obligations for maintenance and/or repairs and that equipment and personnel will be available during the winter months to maintain the project site.

IV. Inspections:

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

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

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

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

V. Failure to Comply:

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

ATTACHMENT A

IDOT GUIDANCE FOR THE CONSTRUCTION OF TEMPORARY SEDIMENT TRAPS



Construction of a Sediment Trap
A Best Management Practice
Used for Jobsite Outfall Protection

This guide documents the implementation and use of the new preferred method of jobsite outfall protection. Silt fence is not an effective protection measure, because it is not permeable enough for a major outfall. A sediment trap is only effective with a suitable quantity of water in it. For this reason, it is encouraged that sediment traps be used to protect outfalls with a drainage area greater than 4,500 square feet (~.1 Acres) and less than 216,000 square feet (~5 Acres). Above 216,000 square feet, a sediment basin should be used to drain the area, or a diversion should be constructed to divert clean water from upstream around the construction site. On most IDOT projects, there isn't enough room on state right of way for a sediment basin, so a diversion is generally the solution for large drainage areas. In locations with drainage areas between .1 and 5 acres, sediment traps should be constructed on all current and new construction projects where practical, effective immediately. Remember, this is simply a new configuration of old pay items, so nothing should need to be added to the contract. For permanent sediment traps being constructed, contact Rick Wanner in the District One headquarters, Bureau of Maintenance office for evaluation and to ensure that maintenance is informed of the trap's existence.

IMPLEMENTATION:

- Construct prior to wet season and construction activities.
- Locate where sediment-laden runoff enters a storm drain or watercourse.
- Sediment traps are never to be located in live streams.
- Access to the sediment trap must be available for maintenance purposes.
- Consider whether the trap is needed as a long term or a temporary practice. Use permanent (stone) or temporary (excelsior rolls, triangular silt dikes) ditch checks accordingly.

DESIGN:

- Sediment traps generally release a slow flow that may be directed into a culvert, a sewer inlet or may simply be released to another sediment trap if there is a large drainage area.
- Sediment traps must have silt fence surrounding the acceptor to ensure water does not flow into the pipe unfiltered unless the acceptor is a ditch, in which case, no additional silt fence is needed. This silt fence should be positioned such that the water may still flow from the sides of the trap into the trap basin, and if possible, the silt fence should direct water into the trap basin, on the upstream side of the second ditch check.
- A ditch check must be located on both the upstream and downstream ends of the holding trap basin. These ditch checks may be triangular silt dikes or excelsior rolls for temporary sediment traps, or stone for permanent sediment traps. The ditch check on the downstream side of the trap must be contained within the silt fence if the acceptor is a culvert. Otherwise, for outlets, the ditch check must be located on the downstream side of the perimeter barrier.
- Temporary sediment traps should be built with the timeframe of the construction job in mind, or a single construction season. Temporary traps should be constructed using either triangular silt dikes or excelsior rolls.
- If the sediment trap is to remain functional as a permanent water quality feature, it should be constructed using stone ditch checks. Permanent sediment traps must be constructed in locations out of the sub-grade of the road, and out of the clear zone. Ditch checks in permanent sediment traps must have a 2:1 slope or flatter on both the upstream and the downstream side of the ditch check.
- A sediment trap can also be a semi-permanent feature. If the ditch checks are made of excelsior rolls, they will function for a while, but will eventually break down. This allows for the construction of a trap that will remain in place after construction, but will not permanently remain in place. This may allow for establishment of vegetation as the primary filtration method in place of the ditch check without blocking water unnaturally or permanently.
- The top of ditch checks are to be at least 1-½' higher than the bottom of the holding trap basin, and should be no less than 1" higher than the water's normal flowing height. Also, ditch checks should be spaced such that the bottom of the upstream ditch check is no higher than the top of the downstream ditch check. This will depend on the slope of the ditch.

effective ditch outfall or inlet/pipe protection system for drainage areas no greater than 216,000 sq. ft. (~5 acres) and no less than 4,500 square feet (~.1 acres).

INSPECTION/MAINTENANCE:

- Sediment traps are to be inspected by the resident engineer and contractor every 7 calendar days and after a storm event of ½" or greater (including snowfall) on a temporary basis. On a permanent basis, traps should be checked at least once every 2 years.
- The trap should be cleaned of silt when the trap becomes 50% filled. The material removed must be disposed of in accordance with good housekeeping practices, incorporated into the fill material, or disposed of in accordance with IEPA regulations.
- Inspect the outlet for erosion and any needed stabilization.
- Inspect the outlet for any sediment discharge and discolored water.
- If sediment is discharged or other pollutants are identified at the discharge point, other BMPs, such as sand filters, may be required to filter pollutants.
- Note that the first ditch check is primarily used to slow the water, while the second is primarily used to catch remaining sediment. Inspection of the first ditch check, therefore, is primarily a structural inspection, while the second is primarily a check for sediment clogging.

NOTES ON THE DIMENSIONS OF THE TRAP:

The volume of the trap may be calculated using the following formula (only applies on shallow slopes of 5% or less):

Volume = (Depth of the trap)*(Length between ditch checks)*(Width of the ditch)

SEDIMENT TRAP DIMENSION MATRIX					
Depth	Length	Width	Capacity (cu. ft.)	Drainage Area Max. (sq. ft.)	Drainage Area Max. (acres)
1-1/2'	125'	10'	1,875	22,500	.52
1-1/2'	100'	10'	1,500	18,000	.417
1-1/2'	75'	10'	1,125	13,500	.3125
1-1/2'	50'	10'	750	9,000	.21
1-1/2'	25'	10'	375	4,500	.1
2'	100'	10'	2,000	24,000	.55
2'	80'	10'	1,600	19,000	.44
2'	60'	10'	1,200	14,500	.33
2'	40'	10'	800	9,600	.22
2'	30'	10'	600	7,250	.17
2'	25'	10'	500	6,000	.14

Figure 1

- For reference, 1 Acre ~ 43200 sq. ft.
- The installation, inspection, and maintenance schedules with the responsible party identified.

RELEVANT PAY ITEMS:

- EARTH EXCAVATION
- PERIMETER EROSION BARRIER
- Stone size IDOT RR-4
- ROCKFILL IDOT CA-1
- TEMPORARY DITCH CHECKS
- TEMPORARY EROSION CONTROL SEEDING or SEEDING, CLASS 2A
- TEMPORARY EROSION CONTROL BLANKET

DRILLED SOLDIER PILE RETAINING WALL

Effective: September 20, 2001

Revised: August 17, 2012

Description. This work shall consist of providing all labor, materials, and equipment necessary to fabricate and furnish the soldier piles, create and maintain the shaft excavations, set and brace the soldier piles into position and encase the soldier piles in concrete to the specified elevation. Also included in this work is the backfilling of the remainder of the shaft excavation with Controlled Low-Strength Material (CLSM), and the furnishing and installation of lagging. All work shall be according to the details shown on the plans and as directed by the Engineer.

The remainder of the retaining wall components as shown on the plans, such as concrete facing, shear studs, reinforcement bars, tie backs, hand rails, and various drainage items etc., are not included in this Special Provision but are paid for as specified elsewhere in this Contract.

Materials. The materials used for the soldier piles and lagging shall satisfy the following requirements:

- (a) The structural steel components for the soldier piles shall conform to the requirements of AASHTO M270, Grade 36 (M270M Grade 250), unless otherwise designated on the plans.
- (b) The soldier pile encasement concrete shall be Class DS according to Article 516.02.
- (c) The Controlled Low-Strength Material (CLSM), used for backfilling shaft excavations above the soldier pile encasement concrete and for backfilling secant lagging excavations, to the existing ground surface, shall be according to Section 1019.
- (d) Temporary casing shall be produced by electric seam, butt, or spiral welding to produce a smooth wall surface, fabricated from steel satisfying ASTM A252 Grade 2. The minimum wall thickness shall be as required to resist the anticipated installation and dewatering stresses, as determined by the Contractor, but in no case less than 1/4 in. (6 mm).
- (e) Drilling slurry shall consist of a polymer or mineral base material. Mineral slurry shall have both a mineral grain size that will remain in suspension with sufficient viscosity and gel characteristics to transport excavated material to a suitable screening system. The percentage and specific gravity of the material used to make the suspension shall be sufficient to maintain the stability of the excavation and to allow proper concrete placement. For polymer slurry, the calcium hardness of the mixing water shall not exceed 100 mg/L.
- (f) Timber Lagging. The minimum tabulated unit stress in bending (F_b), used for the design of the timber lagging, shall be 1000 psi (6.9 MPa) unless otherwise specified on the plans. When treated timber lagging is specified on the plans, the method of treatment shall be according to Article 1007.12. All timber shall meet the inspection requirements of Article 1007.01.

- (g) Precast Concrete Lagging. Precast concrete lagging shall be according to Section 504 of the Standard Specifications, except as modified herein. Unless specified otherwise, precast concrete lagging surfaces exposed to view in the completed wall shall be finished according to Article 503.15. When specified on the plans, the exposed surface shall be finished with a concrete form liner approved by the Engineer. The back face of the panel shall be roughly screeded to eliminate open pockets of aggregate and surface distortions in excess of 1/4 in. Reinforcement for precast concrete lagging shall be epoxy coated. Lifting inserts shall have a total minimum design capacity based on yield strength of 4 times the dead load calculated for the width of lagging used. Fabric bearing pads, when specified on the plans, shall meet the requirements of Section 1082. Threaded inserts, or other accessories, cast into the precast concrete lagging shall be galvanized according to AASHTO M111 or M232 as applicable.

Equipment. The drilling equipment shall have adequate capacity, including power, torque and down thrust, to create a shaft excavation of the maximum diameter specified to a depth of 20 percent beyond the depths shown on the plans. Concrete equipment shall be according to Article 1020.03.

Construction Requirements. The shaft excavation for each soldier pile shall extend to the tip elevation indicated on the plans for soldier piles terminating in soil or to the required embedment in rock when rock is indicated on the contract plans. The Contractor shall satisfy the following requirements:

- (a) Drilling Methods. The soldier pile installation shall be according to Articles 516.06(a),(b), or(c).

No shaft excavation shall be made adjacent to a soldier pile with encasement concrete that has a compressive strength less than 1500 psi (10.35 MPa), nor adjacent to secant lagging until the CLSM has reached sufficient strength to maintain its position and shape unless otherwise approved by the Engineer. Materials removed generated from the shaft excavations shall be disposed of by the Contractor according to Article 202. Excavation by blasting will not be permitted.

- (b) Drilling Slurry. During construction, the level of the slurry shall be maintained at a height sufficient to prevent caving of the hole. In the event of a sudden or significant loss of slurry to the hole, the construction of that shaft shall be stopped and the shaft excavation backfilled or supported by temporary casing until a method to stop slurry loss, or an alternate construction procedure, has been developed and approved by the Engineer.

- (c) Obstructions. Obstructions shall be defined as any object (such as but not limited to, boulders, logs, old foundations, etc.) that cannot be removed with normal earth drilling procedures, but requires special augers, tooling, core barrels or rock augers to remove the obstruction. When obstructions are encountered, the Contractor shall notify the Engineer and upon concurrence of the Engineer, the Contractor shall begin working to core, break up, push aside, or remove the obstruction. Lost tools or equipment in the excavation, as a result of the Contractor's operation, shall not be defined as obstructions and shall be removed at the Contractor's expense.

- (d) Top of Rock. The top of rock will be considered as the point where rock, defined as bedded deposits and conglomerate deposits exhibiting the physical characteristics and difficulty of rock removal as determined by the Engineer, is encountered which cannot be drilled with earth augers and/or underreaming tools configured to be effective in the soils indicated in the contract documents, and requires the use of special rock augers, core barrels, air tools, blasting, or other methods of hand excavation.
- (e) Design Modifications. If the top of rock elevation encountered is below that estimated on the plans, such that the soldier pile length above rock is increased by more than 10 percent, the Engineer shall be contacted to determine if any soldier pile design changes are required. In addition, if the type of soil or rock encountered is not similar to that shown in the subsurface exploration data, the Engineer shall be contacted to determine if revisions are necessary.
- (f) Soldier Pile Fabrication and Placement. The soldier pile is defined as the structural steel section(s) shown on the plans as well as any connecting plates used to join multiple sections. The types of soldier piles shall be defined as HP, W Sections, or Built-Up Sections. Cleaning and painting of all steel components, when specified, shall be as shown on the plans and accomplished according to Section 506. This work will not be paid for separately, but shall be considered included in the cost of Furnishing Soldier Piles of the type specified.

The soldier pile shall be shop fabricated such that no field welding is required. The Contractor shall attach suitable bracing or support to maintain the position of the soldier pile within the shaft excavation such that the final location will satisfy the Construction Tolerances portion of this Special Provision. The bracing or supports shall remain in place until the concrete for encasement has reached a minimum compressive strength of 1500 psi (10.35 MPa).

When embedment in rock is indicated on the plans, modification to the length of a soldier pile may be required to satisfy the required embedment. The modification shall be made to the top of the soldier pile unless otherwise approved by the Engineer. When the top of rock encountered is above the estimated elevation indicated on the plans, the soldier piles shall be cut to the required length. If the top of rock encountered is below that estimated on the plans, the Contractor shall either furnish longer soldier piles or splice on additional length of soldier pile per Article 512.05(a) to satisfy the required embedment in rock. In order to avoid delays, the Contractor may have additional soldier pile sections fabricated as necessary to make the required adjustments. Additional soldier pile quantities, above those shown on the plans, shall not be furnished without prior written approval by the Engineer.

- (g) Concrete Placement. Concrete work shall be performed according to Article 516.12 and as specified herein.

The soldier pile encasement concrete pour shall be made in a continuous manner from the bottom of the shaft excavation to the elevation indicated on the plans. Concrete shall be placed as soon as possible after the excavation is completed and the soldier pile is secured in the proper position. Uneven levels of concrete placed in front, behind, and on the sides of the soldier pile shall be minimized to avoid soldier pile movement, and to ensure complete encasement.

Following the soldier pile encasement concrete pour, the remaining portion of the shaft excavation shall be backfilled with CLSM according to Section 593. CLSM Secant lagging placement shall be placed as soon as practical after the shaft excavation is cleared.

- (h) Construction Tolerances. The soldier piles shall be drilled and located within the excavation to satisfy the following tolerances:

- (1) The center of the soldier pile shall be within 1 1/2 in. (38 mm) of plan station and 1/2 in. (13 mm) offset at the top of the shaft.
- (2) The out of vertical plumbness of the soldier pile shall not exceed 0.83 percent.
- (3) The top of the soldier pile shall be within ± 1 in. (± 25 mm) of the plan elevation.

- (i) Timber Lagging. Timber lagging, when required by the plans, installed below the original ground surface, shall be placed from the top down as the excavation proceeds. Lagging shown above grade shall be installed and backfilled against prior to installing any permanent facing to minimize post construction deflections. Over-excavation required to place the timber lagging behind the flanges of the soldier piles shall be the minimum necessary to install the lagging. Any voids produced behind the lagging shall be filled with porous granular embankment at the Contractors expense. When the plans require the Contractor to design the timber lagging, the design shall be based on established practices published in FHWA or AASHTO documents considering lateral earth pressure, construction loading, traffic surcharges and the lagging span length(s). The nominal thickness of the lagging selected shall not be less than 3 in. (75 mm) and shall satisfy the minimum tabulated unit stress in bending (Fb) stated elsewhere in this Special Provision. The Contractor shall be responsible for the successful performance of the lagging system until the concrete facing is installed. When the nominal timber lagging thickness(s) and allowable stress are specified on the plans, the timber shall be according to Article 1007.03.
- (j) Precast Concrete Lagging. Precast concrete lagging, when required by the plans, installed below the original ground surface, shall be placed from the top down as the excavation proceeds. Lagging shown above grade shall be installed and backfilled against prior to installing any permanent facing to minimize post construction deflections. Over-excavation required to place the precast lagging behind the flanges of the soldier piles shall be the minimum necessary to install the lagging. Any voids produced behind the lagging shall be filled with porous granular embankment at the Contractor's expense. When the plans require the Contractor to design the precast concrete lagging, the design shall be based on established practices published in FHWA or AASHTO documents considering lateral earth pressure, construction loading, traffic surcharges and the lagging span length(s). The Contractor shall be responsible for the successful performance of the lagging system until the permanent concrete facing, when specified on the plans, is installed. The precast concrete lagging shall be reinforced with a minimum of 0.31 square inches/foot (655 Sq. mm/meter) of horizontal and vertical reinforcement per unit width of lagging with a minimum thickness of 3 in. (75 mm).

When precast concrete lagging is exposed to view in the completed wall, shop drawings for the lagging shall be submitted according to Article 1042.03(b) and Article 105.04 of the Standard Specifications. The supplier selected by the Contractor shall submit complete design calculations and shop drawings, prepared and sealed by an Illinois Licensed Structural Engineer, for approval by the Engineer.

- (k) Structure Excavation. When structure excavation is necessary to place a concrete facing, it shall be made and paid for according to Section 502 except that the horizontal limits for structure excavation shall be from the face of the soldier pile to a vertical plane 2 ft. (600 mm) from the finished face of the wall. The depth shall be from the top of the original ground surface to the bottom of the concrete facing. The additional excavation necessary to place the lagging whether through soil or CLSM shall be included in this work.

- (l) Geocomposite Wall Drain. When required by the plans, the geocomposite wall drain shall be installed and paid for according to Section 591 except that, in the case where a concrete facing is specified on the plans, the wall drain shall be installed on the concrete facing side of the lagging with the pervious (fabric) side of the drain installed to face the lagging. When a concrete facing is not specified on the plans, the pervious (fabric) side of the drain shall be installed to face the soil. In this case, the drain shall be installed in stages as the lagging is installed. The wall drain shall be placed in sections and spliced, or kept on a continuous roll, so that as each piece of lagging is placed, the drain can be properly located as the excavation proceeds.

Method of Measurement. The furnishing of soldier piles will be measured for payment in feet (meters) along the centerline of the soldier pile for each of the types specified. The length shall be determined as the difference between the plan top of soldier pile and the final as built shaft excavation bottom.

The drilling and setting of soldier piles in soil and rock, will be measured for payment and the volumes computed in cubic feet (cubic meters) for the shaft excavation required to set the soldier piles according to the plans and specifications, and accepted by the Engineer. These volumes shall be the theoretical volumes computed using the diameter(s) of the shaft(s) shown in the plans and the depth of the excavation in soil and/or rock as appropriate. The depth in soil will be defined as the difference in elevation between the ground surface at the time of concrete placement and the bottom of the shaft excavation or the top of rock (when present), whichever is encountered first. The depth in rock will be defined as the difference in elevation between the measured top of rock and the bottom of the shaft excavation.

Drilling and placing CLSM secant lagging shall be measured for payment in cubic feet (cubic meters) of the shaft excavation required to install the secant lagging as shown in the plans. This volume shall be the theoretical volume computed using the diameter(s) shown on the plans and the difference in elevation between the as built shaft excavation bottom and the ground surface at the time of the CLSM placement.

Timber and precast concrete lagging shall be measured for payment in square feet (square meters) of lagging installed to the limits as shown on the plans. The quantity shall be calculated using the minimum lagging length required on the plans multiplied by the as-installed height of lagging, for each bay of lagging spanning between the soldier piles.

Basis of Payment. The furnishing of soldier piles will be paid for at the contract unit price per foot (meter) for FURNISHING SOLDIER PILES, of the type specified, for the total number of feet (meters) furnished to the job site. The cost of any field splices required due to changes in top of rock elevation shall be paid for according to Article 109.04.

The drilling and setting of soldier piles will be paid for at the contract unit price per cubic foot (cubic meter) for DRILLING AND SETTING SOLDIER PILES (IN SOIL) and DRILLING AND SETTING SOLDIER PILES (IN ROCK). The required shaft excavation, soldier pile encasement concrete and any CLSM backfill required around each soldier pile will not be paid for separately but shall be included in this item.

Timber lagging will be paid for at the contract unit price per square foot (square meter) for UNTREATED TIMBER LAGGING, or TREATED TIMBER LAGGING as detailed on the plans. Precast concrete lagging will be paid for at the contract unit price per square foot (square meter) for PRECAST CONCRETE LAGGING as detailed on the plans.

The secant lagging will be paid for at the contract unit price per cubic foot (cubic meter) for SECANT LAGGING. The required shaft excavation and CLSM backfill required to fill that excavation shall be included in this item.

Obstruction mitigation shall be paid for according to Article 109.04.

No additional compensation, other than noted above, will be allowed for removing and disposing of excavated materials, for furnishing and placing concrete, CLSM, bracing, lining, temporary casings placed and removed or left in place, or for any excavation made or concrete placed outside of the plan diameter(s) of the shaft(s) specified.

TEMPORARY SOIL RETENTION SYSTEM

Effective: December 30, 2002

Revised : May 11, 2009

Description. 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.

General. 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.

Construction. 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.

Method of Measurement. 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.

Basis of Payment. 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.

PIPE UNDERDRAINS FOR STRUCTURES

Effective: May 17, 2000

Revised: January 22, 2010

Description. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe underdrain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 16, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

Construction Requirements. All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

Method of Measurement. Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.

POROUS GRANULAR EMBANKMENT, SPECIAL

Effective: September 28, 2005

Revised: November 14, 2008

Description. This work shall consist of furnishing and placing porous granular embankment special material as detailed on the plans, according to Section 207 except as modified herein.

Materials. The gradation of the porous granular material may be any of the following CA 8 thru CA 18, FA 1 thru FA 4, FA 7 thru FA 9, and FA 20 according to Articles 1003 and 1004.

Construction. The porous granular embankment special shall be installed according to Section 207, except that it shall be uncompacted.

Basis of Payment. This work will be paid for at the contract unit price per Cubic Yard (Cubic Meter) for POROUS GRANULAR EMBANKMENT, SPECIAL.

**CONCRETE BOX CULVERTS WITH SKEWS \leq 30 DEGREES REGARDLESS OF DESIGN
FILL AND SKEWS $>$ 30 DEGREES with 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-in-place 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).”

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

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

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

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

- 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* (<http://www.epa.gov/otaq/retrofit/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verde/verdev.htm>); 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

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **20.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) if the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,

- (6) If the contract goal is not met, evidence of good faith efforts.

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

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

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement.

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217)785-4611. Telefax number (217)785-1524.
- (b) TERMINATION OR REPLACEMENT. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

(d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;

- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the BDE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

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

Effective: January 1, 2010

Revised: April 1, 2012

Description. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

“Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location.”

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 – 97.4%	91.0%
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 – 96.0%	90.0%
IL-9.5, IL-9.5L, IL-12.5	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%”

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 Than	To and Including	Calendar Day	Work 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 PATCHING (BDE)

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

“In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area.”

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; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

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

PLACING AND CONSOLIDATING CONCRETE (BDE)

Effective: January 1, 2013

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

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

Revise Article 503.07 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PORTLAND CEMENT CONCRETE (BDE)

Effective: January 1, 2012

Revised: January 1, 2013

Revise Notes 1 and 2 of Article 312.24 of the Standard Specifications to read:

“Note 1. Coarse aggregate shall be gradation CA 6, CA 7, CA 9, CA 10, or CA 11, Class D quality or better. Article 1020.05(d) shall apply.

Note 2. Fine aggregate shall be FA 1 or FA 2. Article 1020.05(d) shall apply.”

Revise the first paragraph of Article 312.26 of the Standard Specifications to read:

“**312.26 Proportioning and Mix Design.** At least 60 days prior to start of placing CAM II, the Contractor shall submit samples of materials for proportioning and testing. The mixture shall contain a minimum of 200 lb (90 kg) of cement per cubic yard (cubic meter). Portland cement may be replaced with fly ash according to Article 1020.05(c)(1), however the minimum portland cement content in the mixture shall be 170 lbs/cu yd (101 kg/cu m). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply and a Level III PCC Technician shall develop the mix design.”

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

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

Add the following to Article 1003.02 of the Standard Specifications:

(e) Alkali Reaction.

(1) ASTM C 1260. Each fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.03 percent will be assigned to limestone or dolomite fine aggregates (manufactured stone sand). However, the Department reserves the right to perform the ASTM C 1260 test.

- (2) ASTM C 1293 by Department. In some instances, such as chert natural sand or other fine aggregates, testing according to ASTM C 1260 may not provide accurate test results. In this case, the Department may only test according to ASTM C 1293.
- (3) ASTM C 1293 by Contractor. If an individual aggregate has an ASTM C 1260 expansion value that is unacceptable to the Contractor, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The laboratory performing the ASTM C 1293 test shall be approved by the Department according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Laboratory Requirements for Alkali-Silica Reactivity (ASR) Testing".

The ASTM C 1293 test shall be performed with Type I or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container, wick of absorbent material, or amount of coverage inside the container with blotting paper, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly. If the aggregate is manufactured into multiple gradation numbers, and the other gradation numbers have the same or lower ASTM C 1260 value, the ASTM C 1293 test result may apply to multiple gradation numbers.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 test result. When the Contractor performs the test, a split sample shall be provided to the Engineer. The Engineer may also independently obtain a sample at any time. The aggregate will be considered reactive if the Contractor or Engineer obtains an expansion value of 0.040 percent or greater.

Revise 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 of Concrete ^{1/}	Combined Sizes	Sieve Size and Percent Passing						
		2 1/2 in.	2 in.	1 3/4 in.	1 1/2 in.	1 in.	1/2 in.	No. 4
PV ^{2/}	CA 5 & CA 7	---	---	100	98±2	72±2	22±1	3±3
	CA 5 & CA 11	---	---	100	98±2	72±2	22±1	3±3
SI and SC ^{2/}	CA 3 & CA 7	100	95±5	---	---	55±2	20±1	3±3
	CA 3 & CA 11	100	95±5	---	---	55±2	20±1	3±3
	CA 5 & CA 7	---	---	100	98±2	72±2	22±1	3±3
	CA 5 & CA 11	---	---	100	98±2	72±2	22±1	3±3

Class of Concrete ^{1/}	Combined Sizes	Sieve Size (metric) and Percent Passing						
		63 mm	50 mm	45 mm	37.5 mm	25 mm	12.5 mm	4.75 mm
PV ^{2/}	CA 5 & CA 7	---	---	100	98±2	72±2	22±1	3±3
	CA 5 & CA 11	---	---	100	98±2	72±2	22±1	3±3
SI and SC ^{2/}	CA 3 & CA 7	100	95±5	---	---	55±2	20±1	3±3
	CA 3 & CA 11	100	95±5	---	---	55±2	20±1	3±3
	CA 5 & CA 7	---	---	100	98±2	72±2	22±1	3±3
	CA 5 & CA 11	---	---	100	98±2	72±2	22±1	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 ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates. However, the Department reserves the right to perform the ASTM C 1260 test.
- (2) ASTM C 1293 by Department. In some instances testing a coarse aggregate according to ASTM C 1260 may not provide accurate test results. In this case, the Department may only test according to ASTM C 1293.
- (3) ASTM C 1293 by Contractor. If an individual aggregate has an ASTM C 1260 expansion value that is unacceptable to the Contractor, an ASTM C 1293 test may be performed by the Contractor according to Article 1003.02(e)(3).

Revise the first paragraph of Article 1019.06 of the Standard Specifications to read:

“1019.06 Contractor Mix Design. A Contractor may submit their own mix design and may propose alternate fine aggregate materials, fine aggregate gradations, or material proportions. Article 1020.05(a) shall apply and a Level III PCC Technician shall develop the mix design.”

Revise Section 1020 of the Standard Specifications to read:

“SECTION 1020. PORTLAND CEMENT CONCRETE

1020.01 Description. This item shall consist of the materials, mix design, production, testing, curing, low air temperature protection, and temperature control of concrete.

1020.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	1003
(d) Coarse Aggregate	1004
(e) Concrete Admixtures	1021
(f) Finely Divided Minerals	1010
(g) Concrete Curing Materials	1022
(h) Straw	1081.06(a)(1)
(i) Calcium Chloride	1013.01

1020.03 Equipment. Equipment shall be according to the following.

Item	Article/Section
(a) Concrete Mixers and Trucks	1103.01
(b) Batching and Weighing Equipment	1103.02
(c) Automatic and Semi-Automatic Batching Equipment	1103.03
(d) Water Supply Equipment	1103.11
(e) Membrane Curing Equipment	1101.09
(f) Mobile Portland Cement Concrete Plants	1103.04

1020.04 Concrete Classes and General Mix Design Criteria. The classes of concrete shown in Table 1 identify the various mixtures by the general uses and mix design criteria. If the class of concrete for a specific item of construction is not specified, Class SI concrete shall be used.

For the minimum cement factor in Table 1, it shall apply to portland cement, portland-pozzolan cement, and portland blast-furnace slag except when a particular cement is specified in the Table.

The Contractor shall not assume that the minimum cement factor indicated in Table 1 will produce a mixture that will meet the specified strength. In addition, the Contractor shall not assume that the maximum finely divided mineral allowed in a mix design according to Article 1020.05(c) will produce a mixture that will meet the specified strength. The Contractor shall select a cement factor within the allowable range that will obtain the specified strength. The Contractor shall take into consideration materials selected, seasonal temperatures, and other factors which may require the Contractor to submit multiple mix designs.

For a portland-pozzolan cement, portland blast-furnace slag cement, or when replacing portland cement with finely divided minerals per Articles 1020.05(c) and 1020.05(d), the portland cement content in the mixture shall be a minimum of 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). When calculating the portland cement portion in the portland-pozzolan or portland blast-furnace slag cement, the AASHTO M 240 tolerance may be ignored.

Special classifications may be made for the purpose of including the concrete for a particular use or location as a separate pay item in the contract. The concrete used in such cases shall conform to this section.

TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA											
Class of Conc.	Use	Specification Section Reference	Cement Factor		Water / Cement Ratio lb/lb	Slump in. (4)	Mix Design Compressive Strength (Flexural Strength) psi, minimum			Air Content %	Coarse Aggregate Gradations (14)
			cwt/cu yd (3)				Days				
			Min.	Max			3	14	28		
PV	Pavement Base Course	420 or 421 353									CA 5 & CA 7, CA 5 & CA 11, CA 7, CA 11, or CA 14
	Base Course Widening	354	5.65 (1)	7.05	0.32 - 0.42	2 - 4	Ty III	3500 (650)		5.0 - 8.0 (5)	
	Driveway Pavement	423	6.05 (2)			(5)					
	Shoulders	483									
	Shoulder Curb	662									
PP	Pavement Patching	442						3200 (600)			CA 7, CA 11, CA 13, CA 14, or CA 16
	Bridge Deck Patching (10)						Article 701.17(e)(3)b.				
	PP-1		6.50 6.20 (Ty III)	7.50 7.20 (Ty III)	0.32 - 0.44	2 - 4	at 48 hours	4.0 - 7.0			
	PP-2		7.35	8.20	0.32 - 0.38	2 - 6	at 24 hours	4.0 - 6.0			
	PP-3		7.35 (Ty III) (8)	7.35 (Ty III) (8)	0.32 - 0.35	2 - 4	at 16 hours	4.0 - 6.0			
	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					
RR	Railroad Crossing	422	6.50 6.20 (Ty III)	7.50 7.20 (Ty III)	0.32 - 0.44	2 - 4	3500 (650) at 48 hours		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	1042	5.65	7.05	0.32 - 0.44	1 - 4	See Section 1042		5.0 - 8.0	CA7, CA11, CA 13, CA 14, CA 16, or CA 7 & CA 16	
	Wet Cast		5.65 (TY III)	7.05 (TY III)	0.25 - 0.40	0 - 1			N/A		
PS	Precast Prestressed Members	504						Plans	5.0 - 8.0	CA 11 (11), CA 13, CA 14 (11), or CA 16	
	Precast Prestressed Piles and Extensions	512	5.65 5.65 (TY III)	7.05 7.05 (TY III)	0.32 - 0.44	1 - 4		5000			
	Precast Prestressed Sight Screen	639						3500			

TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA												
Class of Conc.	Use	Specification Section Reference	Cement Factor		Water / Cement Ratio lb/lb	Slump in. (4)	Mix Design Compressive Strength (Flexural Strength) psi, minimum			Air Content %	Coarse Aggregate Gradations (14)	
			cwt/cu yd (3)	Min.			Max	Days				
								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)		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	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	Cement Factor		Water / Cement Ratio kg/kg	Slump mm (4)	Mix Design Compressive Strength (Flexural Strength) kPa, minimum			Air Content %	Coarse Aggregate Gradations (14)	
			kg/cu m (3)				Days					
			Min.	Max			3	14	28			
PV	Pavement Base Course	420 or 421 353									CA 5 & CA 7, CA 5 & CA 11, CA 7, CA 11, or CA 14	
	Base Course Widening	354	335 (1)	418	0.32 - 0.42	50 - 100 (5)	Ty III 24,000 (4500)	24,000 (4500)		5.0 - 8.0 (5)		
	Driveway Pavement	423	360 (2)									
	Shoulders Shoulder Curb	483 662										
PP	Pavement Patching Bridge Deck Patching (10)	442					22,100 (4150) Article 701.17(e)(3)b.				CA 7, CA 11, CA 13, CA 14, or CA 16	
	PP-1		385 365 (Ty III)	445 425 (Ty III)	0.32 - 0.44	50 - 100	at 48 hours			4.0 - 7.0		
	PP-2		435	485	0.32 - 0.38	50 - 150	at 24 hours			4.0 - 6.0		
	PP-3		435 (Ty III) (8)		435 (Ty III) (8)	0.32 - 0.35	50 - 100	at 16 hours				4.0 - 6.0
	PP-4		355 (9)	370 (9)	0.32 - 0.50	50 - 150	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	24,000 (4500) at 48 hours			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 1042			5.0 - 8.0 N/A	CA7, CA11, CA13, CA 14, CA 16, or CA 7 & CA 16	
PS	Precast Prestressed Members	504							Plans	5.0 - 8.0	CA 11 (11), CA 13, CA 14 (11), or CA 16	
	Precast Prestressed Piles and Extensions	512	335 335 (TY III)	418 418 (TY III)	0.32 - 0.44	25 - 100			34,500			
	Precast Prestressed Sight Screen	639							24,000			

TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA (metric)

Class of Conc.	Use	Specification Section Reference	Cement Factor		Water / Cement Ratio kg/kg	S l u m p mm (4)	Mix Design Compressive Strength (Flexural Strength)			Air Content %	Coarse Aggregate Gradations (14)
			kg/cu m (3)				kPa, minimum				
			Min.	Max			Days				
							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 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 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 Article 1019.02. The Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted by the Contractor prior to the pour when determining an admixture dosage from this list or when making minor admixture dosage adjustments at the jobsite. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. The Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overlay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays.

The sequence, method, and equipment for adding the admixtures shall be approved by the Engineer. Admixtures shall be added to the concrete separately. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

Admixture use shall be according to the following.

- (1) When the atmosphere or concrete temperature is 65 °F (18 °C) or higher, a retarding admixture shall be used in the Class BS concrete and concrete bridge deck overlays. The proportions of the ingredients of the concrete shall be the same as without the retarding admixture, except that the amount of mixing water shall be reduced, as may be necessary, in order to maintain the consistency of the concrete as required. In addition, a high range water-reducing admixture shall be used in bridge deck concrete. At the option of the Contractor, a water-reducing admixture may be used with the high range water-reducing admixture in Class BS concrete.

- (2) At the Contractor's option, admixtures in addition to an air-entraining admixture may be used for Class PP-1 or RR concrete. When the air temperature is less than 55 °F (13 °C) and an accelerator is used, the non-chloride accelerator shall be calcium nitrite.
- (3) When Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 or RR concrete, a water-reducing or high range water-reducing admixture shall be used.
- (4) For Class PP-2 or PP-3 concrete, a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture with the high range water-reducing admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite. For Class PP-2 concrete, the non-chloride accelerator shall be calcium nitrite when the air temperature is less than 55 °F (13 °C).
- (5) For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture with the high range water-reducing admixture. An accelerator shall not be used. For stationary or truck-mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant, but a retarding admixture shall not be used unless approved by the Engineer.

For PP-5 concrete, a non-chloride accelerator, high range water-reducing admixture, and air-entraining admixture shall be used. The accelerator, high range water-reducing admixture, and air-entraining admixture shall be per the Contractor's recommendation and dosage. The approved list of concrete admixtures shall not apply. A mobile portland cement concrete plant shall be used to produce the patching mixture.

- (6) When a calcium chloride accelerator is specified in the contract, the maximum chloride dosage shall be 1.0 quart (1.0 L) of solution per 100 lb (45 kg) of cement. The dosage may be increased to a maximum 2.0 quarts (2.0 L) per 100 lb (45 kg) of cement if approved by the Engineer. When a calcium chloride accelerator for Class PP-2 concrete is specified in the contract, the maximum chloride dosage shall be 1.3 quarts (1.3 L) of solution per 100 lb (45 kg) of cement. The dosage may be increased to a maximum 2.6 quarts (2.6 L) per 100 lb (45 kg) of cement if approved by the Engineer.

- (7) For Class DS concrete a retarding admixture and a high range water-reducing admixture shall be used. For dry excavations that are 10 ft (3 m) or less, the high range water-reducing admixture may be replaced with a water-reducing admixture if the concrete is vibrated. The use of admixtures shall take into consideration the slump loss limits specified in Article 516.12 and the fluidity requirement in Article 1020.04 (Note 12).
- (8) At the Contractor's option, when a water-reducing admixture or a high range water-reducing admixture is used for Class PV, PP-1, RR, SC, and SI concrete, the cement factor may be reduced a maximum 0.30 hundredweight/cu yd (18 kg/cu m). However, a cement factor reduction will not be allowed for concrete placed underwater.
- (9) When Type F or Type G high range water-reducing admixtures are used, the initial slump shall be a minimum of 1 1/2 in. (40 mm) prior to addition of the Type F or Type G admixture, except as approved by the Engineer.
- (10) When specified, a corrosion inhibitor shall be added to the concrete mixture utilized in the manufacture of precast, prestressed concrete members and/or other applications. It shall be added, at the same rate, to all grout around post-tensioning steel when specified.

When calcium nitrite is used, it shall be added at the rate of 4 gal/cu yd (20 L/cu m), and shall be added to the mix immediately after all compatible admixtures have been introduced to the batch.

When Rheocrete 222+ is used, it shall be added at the rate of 1.0 gal/cu yd (5.0 L/cu m), and the batching sequence shall be according to the manufacturer's instructions.

- (c) Finely Divided Minerals. Use of finely divided minerals shall be according to the following.

- (1) Fly Ash. At the Contractor's option, fly ash from approved sources may partially replace portland cement in cement aggregate mixture II, Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete.

The use of fly ash shall be according to the following.

- a. Measurements of fly ash and portland cement shall be rounded up to the nearest 5 lb (2.5 kg).

- b. When Class F fly ash is used in cement aggregate mixture II, Class PV, BS, PC, PS, DS, SC, and SI concrete, the amount of portland cement replaced shall not exceed 25 percent by weight (mass).
 - c. When Class C fly ash is used in cement aggregate mixture II, Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete, the amount of portland cement replaced shall not exceed 30 percent by weight (mass).
 - d. Fly ash may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.
- (2) Ground Granulated Blast-Furnace (GGBF) Slag. At the Contractor's option, GGBF slag may partially replace portland cement in Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete. For Class PP-3 concrete, GGBF slag shall be used according to Article 1020.04.

The use of GGBF slag shall be according to the following.

- 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 or Coarse Aggregate Blend ASTM C 1260 Expansion	Fine Aggregate Or Fine Aggregate Blend ASTM C 1260 Expansion		
	≤0.16%	>0.16% - 0.27%	>0.27%
≤0.16%	Group I	Group II	Group III
>0.16% - 0.27%	Group II	Group II	Group III
>0.27%	Group III	Group III	Group IV

- (2) Mixture Options. Based upon the aggregate group, the following mixture options shall be used. However, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

Reduction of Risk for Deleterious Alkali-Silica Reaction					
Aggregate Groups	Mixture Options				
	Option 1	Option 2	Option 3	Option 4	Option 5
Group I	Mixture options are not applicable. Use any cement or finely divided mineral.				
Group II	X	X	X	X	X
Group III	X	Combine Option 2 with Option 3	Combine Option 2 with Option 3	X	X
Group IV	X	Combine Option 2 with Option 4	Invalid Option	Combine Option 2 with Option 4	X

“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:

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

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

- b. Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. 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 ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) exceeds 4.50 percent for the Class F fly ash, it may be used only if it complies with Mixture Option 5.

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

If the maximum total equivalent available alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) exceeds 4.50 percent or the calcium oxide exceeds 26.50 percent for the Class C fly ash, it may be used only per Mixture Option 5.

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

If the maximum total equivalent available alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) exceeds 1.00 percent for the ground granulated blast-furnace slag, it may be used only per Mixture Option 5.

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

If the maximum total equivalent available alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) exceeds 1.00 percent for the Microsilica or High Reactivity Metakaolin, it may be used only if it complies with Mixture Option 5.

- c. Mixture Option 3. The cement used shall have a maximum total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.60 percent. When aggregate in Group II is involved and the Contractor desires to use a finely divided mineral, any finely divided mineral may be used with the cement unless the maximum total equivalent available alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) exceeds 4.50 percent for the fly ash; or 1.00 percent for the ground granulated blast-furnace slag, microsilica or high reactivity metakaolin. If the alkali content is exceeded, the finely divided mineral may be used only per Mixture Option 5.
- d. Mixture Option 4. The cement used shall have a maximum total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.45 percent. When aggregate in Group II or III is involved and the Contractor desires to use a finely divided mineral, any finely divided mineral may be used with the cement unless the maximum total equivalent available alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) exceeds 4.50 percent for the fly ash; or 1.00 percent for the ground granulated blast-furnace slag, microsilica, or high reactivity metakaolin. If the alkali content is exceeded, the finely divided mineral may be used only per Mixture Option 5.
- e. Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The laboratory performing the ASTM C 1567 test shall be approved by the Department according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Laboratory Requirements for Alkali-Silica Reactivity (ASR) Testing". The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly.

For latex concrete, the ASTM C 1567 test shall be performed without the latex.

The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$), a new ASTM C 1567 test will not be required.

The Engineer reserved the right to verify a Contractor's ASTM C 1567 test result. When the Contractor performs the test, a split sample may be requested by the Engineer. The Engineer may also independently obtain a sample at any time. The proposed cement or finely divided mineral will not be allowed for use if the Contractor or Engineer obtains an expansion value greater than 0.16 percent.

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

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

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

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

If the Contractor is unable to add water to prepare concrete of the specified slump without exceeding the maximum design water/cement ratio, a water-reducing admixture shall be added.

1020.08 Air Content. The air content shall be determined according to Illinois Modified AASHTO T 152 or Illinois Modified AASHTO T 196. The air-entrainment shall be obtained by the use of cement with an approved air-entraining admixture added during the mixing of the concrete or the use of air-entraining cement.

If the air-entraining cement furnished is found to produce concrete having air content outside the limits specified, its use shall be discontinued immediately and the Contractor shall provide other air-entraining cement which will produce air contents within the specified limits.

If the air content obtained is above the specified maximum limit at the jobsite, the Contractor may have the concrete further mixed, within the limits of time and revolutions specified, to reduce the air content. If the air content obtained is below the specified minimum limit, the Contractor may add to the concrete a sufficient quantity of an approved air-entraining admixture at the jobsite to bring the air content within the specified limits.

1020.09 Strength Tests. The specimens shall be molded and cured according to Illinois Modified AASHTO T 23. Specimens shall be field cured with the construction item as specified in Illinois Modified AASHTO T 23. The compressive strength shall be determined according to Illinois Modified AASHTO T 22. The flexural strength shall be determined according to Illinois Modified AASHTO T 177.

Except for Class PC and PS concrete, the Contractor shall transport the strength specimens from the site of the work to the field laboratory or other location as instructed by the Engineer. During transportation in a suitable light truck, the specimens shall be embedded in straw, burlap, or other acceptable material in a manner meeting with the approval of the Engineer to protect them from damage; care shall be taken to avoid impacts during hauling and handling. For strength specimens, the Contractor shall provide a field curing box for initial curing and a water storage tank for final curing. The field curing box will be required when an air temperature below 60 °F (16 °C) is expected during the initial curing period. The device shall maintain the initial curing temperature range specified in Illinois Modified AASHTO T 23, and may be insulated or power operated as appropriate.

1020.10 Handling, Measuring, and Batching Materials. Aggregates shall be handled in a manner to prevent mixing with soil and other foreign material.

Aggregates shall be handled in a manner which produces a uniform gradation, before placement in the plant bins. Aggregates delivered to the plant in a nonuniform gradation condition shall be stockpiled. The stockpiled aggregate shall be mixed uniformly before placement in the plant bins.

Aggregates shall have a uniform moisture content before placement in the plant bins. This may require aggregates to be stockpiled for 12 hours or more to allow drainage, or water added to the stockpile, or other methods approved by the Engineer. Moisture content requirements for crushed concrete, crushed slag or lightweight aggregate shall be according to Article 1004.01(e)(5).

Aggregates, cement, and finely divided minerals shall be measured by weight (mass). Water and admixtures shall be measured by volume or weight (mass).

The Engineer may permit aggregates, cement, and finely divided minerals to be measured by volume for small isolated structures and for miscellaneous items. Aggregates, cement, and finely divided minerals shall be measured individually. The volume shall be based upon dry, loose materials.

1020.11 Mixing Portland Cement Concrete. The mixing of concrete shall be according to the following.

- (a) Ready-Mixed Concrete. Ready-mixed concrete is central-mixed, truck-mixed, or shrink-mixed concrete transported and delivered in a plastic state ready for placement in the work and shall be according to the following.
 - (1) Central-Mixed Concrete. Central-mixed concrete is concrete which has been completely mixed in a stationary mixer and delivered in a truck agitator, a truck mixer operating at agitating speed, or a nonagitator truck.

The stationary mixer shall operate at the drum speed for which it was designed. The batch shall be charged into the drum so that some of the water shall enter in advance of the cement, finely divided minerals, and aggregates. The flow of the water shall be uniform and all water shall be in the drum by the end of the first 15 seconds of the mixing period. Water shall begin to enter the drum from zero to two seconds in advance of solid material and shall stop flowing within two seconds of the beginning of mixing time.

Some coarse aggregate shall enter in advance of other solid materials. For the balance of the charging time for solid materials, the aggregates, finely divided minerals, and cement (to assure thorough blending) shall each flow at acceptably uniform rates, as determined by visual observation. Coarse aggregate shall enter two seconds in advance of other solid materials and a uniform rate of flow shall continue to within two seconds of the completion of charging time.

The entire contents of the drum, or of each single compartment of a multiple-drum mixer, shall be discharged before the succeeding batch is introduced.

The volume of concrete mixed per batch shall not exceed the mixer's rated capacity as shown on the standard rating plate on the mixer by more than ten percent.

The minimum mixing time shall be 75 seconds for a stationary mixer having a capacity greater than 2 cu yd (1.5 cu m). For a mixer with a capacity equal to or less than 2 cu yd (1.5 cu m) the mixing time shall be 60 seconds. Transfer time in multiple drum mixers is included in the mixing time. Mixing time shall begin when all materials are in the mixing compartment and shall end when the discharge of any part of the batch is started. The required mixing times will be established by the Engineer for all types of stationary mixers.

When central-mixed concrete is to be transported in a truck agitator or a truck mixer, the stationary-mixed batch shall be transferred to the agitating unit without delay and without loss of any portion of the batch. Agitating shall start immediately thereafter and shall continue without interruption until the batch is discharged from the agitator. The ingredients of the batch shall be completely discharged from the agitator before the succeeding batch is introduced. Drums and auxiliary parts of the equipment shall be kept free from accumulations of materials.

The vehicles used for transporting the mixed concrete shall be of such capacity, or the batches shall be so proportioned, that the entire contents of the mixer drum can be discharged into each vehicle load.

- (2) **Truck-Mixed Concrete.** Truck-mixed concrete is completely mixed and delivered in a truck mixer. When the mixer is charged with fine and coarse aggregates simultaneously, not less than 60 nor more than 100 revolutions of the drum or blades at mixing speed shall be required, after all of the ingredients including water are in the drum. When fine and coarse aggregates are charged separately, not less than 70 revolutions will be required. For self-consolidating concrete, a minimum of 100 revolutions is required in all cases. Additional mixing beyond 100 revolutions shall be at agitating speed unless additions of water, admixtures, or other materials are made at the jobsite. The mixing operation shall begin immediately after the cement and water, or the cement and wet aggregates, come in contact. The ingredients of the batch shall be completely discharged from the drum before the succeeding batch is introduced. The drum and auxiliary parts of the equipment shall be kept free from accumulations of materials. If additional water or an admixture is added at the jobsite, the concrete batch shall be mixed a minimum of 40 additional revolutions after each addition.

- (3) **Shrink-Mixed Concrete.** Shrink-mixed concrete is mixed partially in a stationary mixer and completed in a truck mixer for delivery. The mixing time of the stationary mixer may be reduced to a minimum of 30 seconds to intermingle the ingredients, before transferring to the truck mixer. All ingredients for the batch shall be in the stationary mixer and partially mixed before any of the mixture is discharged into the truck mixer. The partially mixed batch shall be transferred to the truck mixer without delay and without loss of any portion of the batch, and mixing in the truck mixer shall start immediately. The mixing time in the truck mixer shall be not less than 50 nor more than 100 revolutions of the drum or blades at mixing speed. For self-consolidating concrete, a minimum of 100 revolutions is required in the truck mixer. Additional mixing beyond 100 revolutions shall be at agitating speed, unless additions of water, admixtures, or other materials are made at the jobsite. Units designed as agitators shall not be used for shrink mixing. The ingredients of the batch shall be completely discharged from the drum before the succeeding batch is introduced. The drum and auxiliary parts of the equipment shall be kept free from accumulations of materials. If additional water or an admixture is added at the jobsite, the concrete batch shall be mixed a minimum of 40 additional revolutions after each addition.

- (4) **Mixing Water.** Wash water shall be completely discharged from the drum or container before a batch is introduced. All mixing water shall be added at the plant and any adjustment of water at the jobsite by the Contractor shall not exceed the specified maximum water/cement ratio or slump. If strength specimens have been made for a batch of concrete, and subsequently during discharge there is more water added, additional strength specimens shall be made for the batch of concrete. No additional water may be added at the jobsite to central-mixed concrete if the mix design has less than 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together.

- (5) Mixing and Agitating Speeds. The mixing or agitating speeds used for truck mixers or truck agitators shall be per the manufacturer's rating plate.
- (6) Capacities. The volume of plastic concrete in a given batch will be determined according to AASHTO T 121, based on the total weight (mass) of the batch, determined either from the weight (masses) of all materials, including water, entering the batch or directly from the net weight (mass) of the concrete in the batch as delivered.

The volume of mixed concrete in truck mixers or truck agitators shall in no case be greater than the rated capacity determined according to the Truck Mixer, Agitator, and Front Discharge Concrete Carrier Standards of the Truck Mixer Manufacturer's Bureau, as shown by the rating plate attached to the truck. If the truck mixer does not have a rating plate, the volume of mixed concrete shall not exceed 63 percent of the gross volume of the drum or container, disregarding the blades. For truck agitators, the value is 80 percent.

- (7) Time of Haul. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work.

The time elapsing from when water is added to the mix until it is deposited in place at the site of the work shall not exceed 30 minutes when the concrete is transported in nonagitating trucks.

The maximum haul time for concrete transported in truck mixers or truck agitators shall be according to the following.

Concrete Temperature at Point of Discharge °F (°C)	Haul Time	
	Hours	Minutes
50-64 (10-17.5)	1	30
>64 (>17.5) - without retarder	1	0
>64 (>17.5) - with retarder	1	30

To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer.

- (8) Production and Delivery. The production of ready-mixed concrete shall be such that the operations of placing and finishing will be continuous insofar as the job operations require. The Contractor shall be responsible for producing concrete that will have the required workability, consistency, and plasticity when delivered to the work. Concrete which is unsuitable for placement as delivered will be rejected. The Contractor shall minimize the need to adjust the mixture at the jobsite, such as adding water and admixtures prior to discharging.
- (9) Use of Multiple Plants in the Same Construction Item. The Contractor may simultaneously use central-mixed, truck-mixed, and shrink-mixed concrete from more than one plant, for the same construction item, on the same day, and in the same pour. However, the following criteria shall be met.
 - a. Each plant shall use the same cement, finely divided minerals, aggregates, admixtures, and fibers.
 - b. Each plant shall use the same mix design. However, material proportions may be altered slightly in the field to meet slump and air content criteria. Field water adjustments shall not result in a difference that exceeds 0.02 between plants for water/cement ratio. The required cement factor for central-mixed concrete shall be increased to match truck-mixed or shrink-mixed concrete, if the latter two types of mixed concrete are used in the same pour.
 - c. The maximum slump difference between deliveries of concrete shall be 3/4 in. (19 mm) when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the slump difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for slump by the Contractor. Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.

- d. The maximum air content difference between deliveries of concrete shall be 1.5 percent when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the air content difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for air content by the Contractor. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.
 - e. Strength tests shall be performed and taken at the jobsite for each plant. When a specified strength test is to be performed, it shall be conducted for each plant at the same time. The difference between plants for strength shall not exceed 900 psi (6200 kPa) compressive and 90 psi (620 kPa) flexural. If the strength difference requirements are exceeded, the Contractor shall take corrective action.
 - f. The maximum haul time difference between deliveries of concrete shall be 15 minutes. If the difference is exceeded, but haul time is within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and check subsequent deliveries of concrete.
- (b) Class PC Concrete. The concrete shall be central-mixed or truck-mixed. Variations in plastic concrete properties shall be minimized between batches.
- (c) Class PV Concrete. The concrete shall be central-mixed, truck-mixed, or shrink-mixed.

The required mixing time for stationary mixers with a capacity greater than 2 cu yd (1.5 cu m) may be less than 75 seconds upon satisfactory completion of a mixer performance test. Mixer performance tests may be requested by the Contractor when the quantity of concrete to be placed exceeds 50,000 sq yd (42,000 sq m). The testing shall be conducted according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Field Test Procedures for Mixer Performance and Concrete Uniformity Tests".

The Contractor will be allowed to test two mixing times within a range of 50 to 75 seconds. If satisfactory results are not obtained from the required tests, the mixing time shall continue to be 75 seconds for the remainder of the contract. If satisfactory results are obtained, the mixing time may be reduced. In no event will mixing time be less than 50 seconds.

The Contractor shall furnish the labor, equipment, and material required to perform the testing according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Field Test Procedures for Mixer Performance and Concrete Uniformity Tests".

A contract which has 12 ft (3.6 m) wide pavement or base course, and a continuous length of 1/2 mile (0.8 km) or more, shall have the following additional requirements.

(1) The plant and truck delivery operation shall be able to provide a minimum of 50 cu yd (38 cu m) of concrete per hour.

(2) The plant shall have automatic or semi-automatic batching equipment.

(d) All Other Classes of Concrete. The concrete shall be central-mixed, truck-mixed, or shrink-mixed concrete.

1020.12 Mobile Portland Cement Concrete Plants. The use of a mobile portland cement concrete plant may be approved under the provisions of Article 1020.10 for volumetric proportioning in small isolated structures, thin overlays, and for miscellaneous and incidental concrete items.

The first 1 cu ft (0.03 cu m) of concrete produced may not contain sufficient mortar and shall not be incorporated in the work. The side plate on the cement feeder shall be removed periodically (normally the first time the mixer is used each day) to see if cement is building up on the feed drum.

Sufficient mixing capacity of mixers shall be provided to enable continuous placing and finishing insofar as the job operations and the specifications require.

Slump and air tests made immediately after discharge of the mix may be misleading, since the aggregates may absorb a significant amount of water for four or five minutes after mixing.

1020.13 Curing and Protection. The method of curing, curing period, and method of protection for each type of concrete construction is included in the following Index Table.

INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION			
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete ^{11/}			
Pavement Shoulder	1020.13(a)(1)(2)(3)(4)(5) ^{3/} _{5/}	3	1020.13(c)
Base Course Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) ^{2/}	3	1020.13(c)
Driveway Median Barrier Curb Gutter	1020.13(a)(1)(2)(3)(4)(5) ^{4/} _{5/}	3	1020.13(c) ^{16/}
Curb & Gutter Sidewalk Slope Wall Paved Ditch			
Catch Basin Manhole Inlet Valve Vault	1020.13(a)(1)(2)(3)(4)(5) ^{4/}	3	1020.13(c)
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) ^{2/}	3 ^{12/}	1020.13(c)
Bridge Deck Patching	1020.13(a)(3)(5)	3 or 7 ^{12/}	1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles and Drilled Shafts	1020.13(a)(3)(5)	7	1020.13(d)(1)(2)(3)
Foundations & Footings Seal Coat	1020.13(a)(1)(2)(3)(4)(5) ^{4/} _{6/}	7	1020.13(d)(1)(2)(3)
Substructure	1020.13(a)(1)(2)(3)(4)(5) ^{1/} _{7/}	7	1020.13(d)(1)(2)(3)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) ^{8/}	7	1020.13(d)(1)(2)
Deck Bridge Approach Slab	1020.13(a)(5)	7	1020.13(d)(1)(2) ^{17/}
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) ^{1/} _{7/}	7	1020.13(d)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) ^{1/}	7	1020.13(d)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) ^{4/} _{6/}	7	1020.13(d)(1)(2) ^{18/}
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
Precast Concrete ^{11/}			
Bridge Slabs Piles and Pile Caps Other Structural Members	1020.13(a)(3)(5) ^{9/ 10/}	As ^{13/} Required	9/
All Other Precast Items	1020.13(a)(3)(4)(5) ^{2/ 9/ 10/}	As ^{14/} Required	9/
Precast, Prestressed Concrete ^{11/}			
All Items	1020(a)(3)(5) ^{9/ 10/}	Until Strand Tensioning is Released ^{15/}	9/

Notes-General:

- 1/ Type I, membrane curing only
- 2/ Type II, membrane curing only
- 3/ Type III, membrane curing only
- 4/ Type I, II and III membrane curing
- 5/ Membrane Curing will not be permitted between November 1 and April 15.
- 6/ The use of water to inundate foundations and footings, seal coats or the bottom slab of culverts is permissible when approved by the Engineer, provided the water temperature can be maintained at 45 °F (7 °C) or higher.
- 7/ Asphalt emulsion for waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18.
- 8/ On non-traffic surfaces which receive protective coat according to Article 503.19, a linseed oil emulsion curing compound may be used as a substitute for protective coat and other curing methods. The linseed oil emulsion curing compound will be permitted between April 16 and October 31 of the same year, provided it is applied with a mechanical sprayer according to Article 1101.09(b).
- 9/ Steam, supplemental heat, or insulated blankets (with or without steam/supplemental heat) are acceptable and shall be according to the Bureau of Materials and Physical Research's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products" and the "Manual for Fabrication of Precast, Prestressed Concrete Products".
- 10/ A moist room according to AASHTO M 201 is acceptable for curing.
- 11/ If curing is required and interrupted because of form removal for cast-in-place concrete items, precast concrete products, or precast prestressed concrete products, the curing shall be resumed within two hours from the start of the form removal.
- 12/ Curing maintained only until opening strength is attained for pavement patching, with a maximum curing period of three days. For bridge deck patching the curing period shall be three days if Class PP concrete is used and 7 days if Class BS concrete is used.

- 13/ The curing period shall end when the concrete has attained the mix design strength. The producer has the option to discontinue curing when the concrete has attained 80 percent of the mix design strength or after seven days. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 14/ The producer shall determine the curing period or may elect to not cure the product. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 15/ The producer has the option to continue curing after strand release.
- 16/ When structural steel or structural concrete is in place above slope wall, Article 1020.13(c) shall not apply. The protection method shall be according to Article 1020.13(d)(1).
- 17/ When Article 1020.13(d)(2) is used to protect the deck, the housing may enclose only the bottom and sides. The top surface shall be protected according to Article 1020.13(d)(1).
- 18/ For culverts having a waterway opening of 10 sq ft (1 sq m) or less, the culverts may be protected according to Article 1020.13(d)(3).
- (a) Methods of Curing. Except as provided for in the Index Table of Curing and Protection of Concrete Construction, curing shall be accomplished by one of the following described methods. When water is required to wet the surface, it shall be applied as a fine spray so that it will not mar or pond on the surface. Except where otherwise specified, the curing period shall be at least 72 hours.
- (1) Waterproof Paper Method. The surface of the concrete shall be covered with waterproof paper as soon as the concrete has hardened sufficiently to prevent marring the surface. The surface of the concrete shall be wetted immediately before the paper is placed. The blankets shall be lapped at least 12 in. (300 mm) end to end, and these laps shall be securely weighted with a windrow of earth, or other approved method, to form a closed joint. The same requirements shall apply to the longitudinal laps where separate strips are used for curing edges, except the lap shall be at least 9 in. (225 mm). The edges of the blanket shall be weighted securely with a continuous windrow of earth or any other means satisfactory to the Engineer to provide an air-tight cover. Any torn places or holes in the paper shall be repaired immediately by patches cemented over the openings, using a bituminous cement having a melting point of not less than 180 °F (82 °C). The blankets may be reused, provided they are air-tight and kept serviceable by proper repairs.

- A longitudinal pleat shall be provided in the blanket to permit shrinkage where the width of the blanket is sufficient to cover the entire surface. The pleat will not be required where separate strips are used for the edges. Joints in the blanket shall be sewn or cemented together in such a manner that they will not separate during use.
- (2) Polyethylene Sheeting Method. The surface of the concrete shall be covered with white polyethylene sheeting as soon as the concrete has hardened sufficiently to prevent marring the surface. The surface of the concrete shall be wetted immediately before the sheeting is placed. The edges of the sheeting shall be weighted securely with a continuous windrow of earth or any other means satisfactory to the Engineer to provide an air-tight cover. Adjoining sheets shall overlap not less than 12 in. (300 mm) and the laps shall be securely weighted with earth, or any other means satisfactory to the Engineer, to provide an air tight cover. For surface and base course concrete, the polyethylene sheets shall be not less than 100 ft (30 m) in length nor longer than can be conveniently handled, and shall be of such width that, when in place, they will cover the full width of the surface, including the edges, except that separate strips may be used to cover the edges. Any tears or holes in the sheeting shall be repaired. When sheets are no longer serviceable as a single unit, the Contractor may select from such sheets and reuse those which will serve for further applications, provided two sheets are used as a single unit; however, the double sheet units will be rejected when the Engineer deems that they no longer provide an air tight cover.
- (3) Wetted Burlap Method. The surface of the concrete shall be covered with wetted burlap blankets as soon as the concrete has hardened sufficiently to prevent marring the surface. The blankets shall overlap 6 in. (150 mm). At least two layers of wetted burlap shall be placed on the finished surface. The burlap shall be kept saturated by means of a mechanically operated sprinkling system. In place of the sprinkling system, at the Contractor's option, two layers of burlap covered with impermeable covering shall be used. The burlap shall be kept saturated with water. Plastic coated burlap may be substituted for one layer of burlap and impermeable covering.
- The blankets shall be placed so that they are in contact with the edges of the concrete, and that portion of the material in contact with the edges shall be kept saturated with water.
- (4) Membrane Curing Method. Membrane curing will not be permitted where a protective coat, concrete sealer, or waterproofing is to be applied, or at areas where rubbing or a normal finish is required, or at construction joints other than those necessary in pavement or base course. Concrete at these locations shall be cured by another method specified in Article 1020.13(a).

After 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		Thermal Resistance R
in.	(mm)	
6 or less	(150 or less)	R=16
> 6 to 12	(> 150 to 300)	R=10
> 12 to 18	(> 300 to 450)	R=6
> 18	(> 450)	R=4

The insulating material manufacturer shall clearly mark the insulating material with the thermal resistance R value.

The insulating material shall be completely enclosed on sides and edges with an approved waterproof liner and shall be maintained in a serviceable condition. Any tears in the liner shall be repaired in a manner approved by the Engineer. The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period.

On formed surfaces, the insulating material shall be attached to the outside of the forms with wood cleats or other suitable means to prevent any circulation of air under the insulation and shall be in place before the concrete is placed. The blanket insulation shall be applied tightly against the forms. The edges and ends shall be attached so as to exclude air and moisture. If the blankets are provided with nailing flanges, the flanges shall be attached to the studs with cleats. Where tie rods or reinforcement bars protrude, the areas adjacent to the rods or bars shall be adequately protected in a manner satisfactory to the Engineer. Where practicable, the insulation shall overlap any previously placed concrete by at least 1 ft (300 mm). Insulation on the underside of floors on steel members shall cover the top flanges of supporting members. On horizontal surfaces, the insulating material shall be placed as soon as the concrete has set, so that the surface will not be marred and shall be covered with canvas or other waterproof covering. The insulating material shall remain in place for a period of seven days after the concrete is placed.

The Contractor may remove the forms, providing the temperature is 35 °F (2 °C) and rising and the Contractor is able to wrap the particular section within two hours from the time of the start of the form removal. The insulation shall remain in place for the remainder of the seven days curing period.

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

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

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

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

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

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

The temperature of concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C). If concrete is pumped, the temperature of the concrete at point of placement shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C). A maximum concrete temperature shall not apply to Class PP concrete.

- (b) Concrete in Structures. Concrete may be placed when the air temperature is above 40 °F (4 °C) and rising, and concrete placement shall stop when the falling temperature reaches 45 °F (7 °C) or below, unless otherwise approved by the Engineer.

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

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

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

- (c) All Classes of Concrete. Aggregates and water shall be heated or cooled uniformly and as necessary to produce concrete within the specified temperature limits. No frozen aggregates shall be used in the concrete.

- (d) Temperature. The concrete temperature shall be determined according to Illinois Modified AASHTO T 309.

1020.15 Heat of Hydration Control for Concrete Structures. The Contractor shall control the heat of hydration for concrete structures when the least dimension for a drilled shaft, foundation, footing, substructure, or superstructure concrete pour exceeds 5.0 ft (1.5 m). The work shall be according to the following.

- (a) Temperature Restrictions. The maximum temperature of the concrete after placement shall not exceed 150 °F (66 °C). The maximum temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface shall not exceed 35 °F (19 °C). The Contractor shall perform temperature monitoring to ensure compliance with the temperature restrictions.
- (b) Thermal Control Plan. The Contractor shall provide a thermal control plan a minimum of 28 calendar days prior to concrete placement for review by the Engineer. Acceptance of the thermal control plan by the Engineer shall not preclude the Contractor from specification compliance, and from preventing cracks in the concrete. At a minimum, the thermal control plan shall provide detailed information on the following requested items and shall comply with the specific specifications indicated for each item.
 - (1) Concrete mix design(s) to be used. Grout mix design if post-cooling with embedded pipe.

The mix design requirements in Articles 1020.04 and 1020.05 shall be revised to include the following additional requirements to control the heat of hydration.

- a. The concrete mixture should be uniformly graded and preference for larger size aggregate should be used in the mix design. Article 1004.02(d)(2) shall apply and information in the “Portland Cement Concrete Level III Technician Course – Manual of Instructions for Design of Concrete Mixtures” may be used to develop the uniformly graded mixture.
- b. The following shall apply to all concrete except Class DS concrete or when self-consolidating concrete is desired. For central-mixed concrete, the Contractor shall have the option to develop a mixture with a minimum of 520 lbs/cu yd (309 kg/cu m) of cement and finely divided minerals summed together. For truck-mixed or shrink-mixed concrete, the Contractor shall have the option to develop a mixture with a minimum of 550 lbs/cu yd (326 kg/cu m) of cement and finely divided minerals summed together. A water-reducing or high range water-reducing admixture shall be used in the central mixed, truck-mixed or shrink-mixed concrete mixture. For any mixture to be placed underwater, the minimum cement and finely divided minerals shall be 550 lbs/cu yd (326 kg/cu m) for central-mixed concrete, and 580 lbs/cu yd (344 kg/cu m) for truck-mixed or shrink-mixed concrete.

For Class DS concrete, CA 11 may be used. If CA 11 is used, the Contractor shall have the option to develop a mixture with a minimum cement and finely divided minerals of 605 lbs/cu yd (360 kg/cu m) summed together. If CA 11 is used and either Class DS concrete is placed underwater or a self-consolidating concrete mixture is desired, the Contractor shall have the option to develop a mixture with a minimum cement and finely divided minerals of 635 lbs/cu yd (378 kg/cu m) summed together.

- c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor shall provide freeze/thaw test results according to AASHTO T 161 Procedure A or B, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer.
- d. The maximum cement replacement with fly ash shall be 40.0 percent. The maximum cement replacement with ground granulated blast-furnace slag shall be 65.0 percent. When cement replacement with ground granulated blast-furnace slag exceeds 35.0 percent, only Grade 100 shall be used.
- e. The mixture may contain a maximum of two finely divided minerals. The finely divided mineral in portland-pozzolan cement or portland blast-furnace slag cement shall count toward the total number of finely divided minerals allowed. The finely divided minerals shall constitute a maximum of 65.0 percent of the total cement plus finely divided minerals. The fly ash portion shall not exceed 40.0 percent. The ground granulated blast-furnace slag portion shall not exceed 65.0 percent. The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed 5.0 percent.
- f. The time to obtain the specified strength may be increased to a maximum 56 days, provided the curing period specified in Article 1020.13 is increased to a minimum of 14 days.

The minimum grout strength for filling embedded pipe shall be as specified for the concrete, and testing shall be according to AASHTO T 106.

- (2) The selected mathematical method for evaluating heat of hydration thermal effects, which shall include the calculated adiabatic temperature rise, calculated maximum concrete temperature, and calculated maximum temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface. The time when the maximum concrete temperature and maximum temperature differential will occur is required.

Acceptable mathematical methods include ACI 207.2R "Report on Thermal and Volume Change Effects on Cracking of Mass Concrete" as well as other proprietary methods. The Contractor shall perform heat of hydration testing on the cement and finely divided minerals to be used in the concrete mixture. The test shall be according to ASTM C 186 or other applicable test methods, and the result for heat shall be used in the equation to calculate adiabatic temperature rise. Other required test parameters for the mathematical model may be assumed if appropriate.

The Contractor has the option to propose a higher maximum temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface, but the proposed value shall not exceed 50 °F (28 °C). In addition, based on strength gain of the concrete, multiple maximum temperature differentials at different times may be proposed. The proposed value shall be justified through a mathematical method.

- (3) Proposed maximum concrete temperature or temperature range prior to placement.

Article 1020.14 shall apply except a minimum 40 °F (4 °C) concrete temperature will be permitted.

- (4) Pre-cooling, post-cooling, and surface insulation methods that will be used to ensure the concrete will comply with the specified maximum temperature and specified or proposed temperature differential. For reinforcement that extends beyond the limits of the pour, the Contractor shall indicate if the reinforcement is required to be covered with insulation.

Refer to ACI 207.4R "Cooling and Insulating Systems for Mass Concrete" for acceptable methods that will be permitted. If embedded pipe is used for post-cooling, the material shall be polyvinyl chloride or polyethylene. The embedded pipe system shall be properly supported, and the Contractor shall subsequently inspect glued joints to ensure they are able to withstand free falling concrete. The embedded pipe system shall be leak tested after inspection of the glued joints, and prior to the concrete placement. The leak test shall be performed at maximum service pressure or higher for a minimum of 15 minutes. All leaks shall be repaired. The embedded pipe cooling water may be from natural sources such as streams and rivers, but shall be filtered to prevent system stoppages. When the embedded pipe is no longer needed, the surface connections to the pipe shall be removed to a depth of 4 in. (100 mm) below the surface of the concrete. The remaining pipe shall be completely filled with grout. The 4 in. (100 mm) deep concrete hole shall be filled with nonshrink grout. Form and insulation removal shall be done in a manner to prevent cracking and ensure the maximum temperature differential is maintained. Insulation shall be in good condition as determined by the Engineer and properly attached.

- (5) Dimensions of each concrete pour, location of construction joints, placement operations, pour pattern, lift heights, and time delays between lifts.

Refer to ACI 207.1R "Guide to Mass Concrete" for acceptable placement operations that will be permitted.

- (6) Type of temperature monitoring system, the number of temperature sensors, and location of sensors.

A minimum of two independent temperature monitoring systems and corresponding sensors shall be used.

The temperature monitoring system shall have a minimum temperature range of 32 °F (0 °C) to 212 °F (100 °C), an accuracy of ± 2 °F (± 1 °C), and be able to automatically record temperatures without external power. Temperature monitoring shall begin once the sensor is encased in concrete, and with a maximum interval of one hour. Temperature monitoring may be discontinued after the maximum concrete temperature has been reached, post-cooling is no longer required, and the maximum temperature differential between the internal concrete core and the ambient air temperature does not exceed 35 °F (19 °C). The Contractor has the option to select a higher maximum temperature differential, but the proposed value shall not exceed 50 °F (28 °C). The proposed value shall be justified through a mathematical method.

At a minimum, a temperature sensor shall be located at the theoretical hottest portion of the concrete, normally the geometric center, and at the exterior face that will provide the maximum temperature differential. At the exterior face, the sensor shall be located 2 to 3 in. (50 to 75 mm) from the surface of the concrete. Sensors shall also be located a minimum of 1 in. (25 mm) away from reinforcement, and equidistant between cooling pipes if either applies. A sensor will also be required to measure ambient air temperature. The entrant/exit cooling water temperature for embedded pipe shall also be monitored.

Temperature monitoring results shall be provided to the Engineer a minimum of once each day and whenever requested by the Engineer. The report may be electronic or hard copy. The report shall indicate the location of each sensor, the temperature recorded, and the time recorded. The report shall be for all sensors and shall include ambient air temperature and entrant/exit cooling water temperatures. The temperature data in the report may be provided in tabular or graphical format, and the report shall indicate any corrective actions during the monitoring period. At the completion of the monitoring period, the Contractor shall provide the Engineer a final report that includes all temperature data and corrective actions.

(7) Indicate contingency operations to be used if the maximum temperature or temperature differential of the concrete is reached after placement.

(c) Temperature Restriction Violations. If the maximum temperature of the concrete after placement exceeds 150 °F (66 °C), but is 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)
Aggregate Gradation	See "Guideline for Sample Comparison" in Appendix "A" of the Manual of Test Procedures for Materials.

When acceptable limits of precision have been met, but only one party is within specification limits, the failing test shall be resolved before the material may be considered for acceptance.

(3) Test Results and Specification Limits.

- a. Split Sample Testing. If either the Engineer's or the Contractor's split sample test result is not within specification limits, and the other party is within specification limits; immediate retests on a split sample shall be performed for slump, air content, slump flow, visual stability index, J-Ring, L-Box, dynamic segregation index, flow (CLSM), or aggregate gradation. A passing retest result by each party will require no further action. If either the Engineer's or Contractor's slump, air content, slump flow, visual stability index, J-Ring, L-Box, dynamic segregation index, flow (CLSM), or aggregate gradation split sample retest result is a failure; or if either the Engineer's or Contractor's strength or hardened visual stability index test result is a failure, and the other party is within specification limits; the following actions shall be initiated to investigate the test failure:
1. The Engineer and the Contractor shall investigate the sampling method, test procedure, equipment condition, equipment calibration, and other factors.
 2. The Engineer or the Contractor shall replace test equipment, as determined by the Engineer.
 3. The Engineer and the Contractor shall perform additional testing on split samples, as determined by the Engineer.

For aggregate gradation, jobsite slump, jobsite air content, jobsite slump flow, jobsite visual stability index, jobsite J-Ring, jobsite L-Box, jobsite dynamic segregation index, and jobsite flow (CLSM); if the failing split sample test result is not resolved according to 1., 2., or 3., and the mixture has not been placed, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work according to Article 105.03. If the mixture has already been placed, or if a failing strength or hardened visual stability index test result is not resolved according to 1., 2., or 3., the material will be considered unacceptable.

If a continued trend of difference exists between the Engineer's and the Contractor's split sample test results, or if split sample test results exceed the acceptable limits of precision, the Engineer and the Contractor shall investigate according to items 1., 2., and 3.

- b. Independent Sample Testing. For aggregate gradation, jobsite slump, jobsite air content jobsite slump flow, jobsite visual stability index, jobsite J-Ring, jobsite L-Box, jobsite dynamic segregation index, jobsite flow (CLSM); if the result of a quality assurance test on a sample independently obtained by the Engineer is not within specification limits, and the mixture has not been placed, the Contractor shall reject the material, unless the Engineer accepts the material for incorporation in the work according to Article 105.03. If the mixture has already been placed or the Engineer obtains a failing strength or hardened visual stability index test result, the material will be considered unacceptable.
- (e) Acceptance by the Engineer. Final acceptance will be based on the Standard Specifications and the following:
- (1) The Contractor's compliance with all contract documents for quality control.
 - (2) Validation of Contractor quality control test results by comparison with the Engineer's quality assurance test results using split samples. Any quality control or quality assurance test determined to be flawed may be declared invalid only when reviewed and approved by the Engineer. The Engineer will declare a test result invalid only if it is proven that improper sampling or testing occurred. The test result is to be recorded and the reason for declaring the test invalid will be provided by the Engineer.
 - (3) Comparison of the Engineer's quality assurance test results with specification limits using samples independently obtained by the Engineer.

The Engineer may suspend mixture production, reject materials, or take other appropriate action if the Contractor does not control the quality of concrete, cement aggregate mixture II, or controlled low-strength material for acceptance. The decision will be determined according to (1), (2), or (3).

- (f) Documentation.
- (1) Records. The Contractor shall be responsible for documenting all observations, inspections, adjustments to the mix design, test results, retest results, and corrective actions in a bound hardback field book, bound hardback diary, or appropriate Department form, which shall become the property of the Department. The documentation shall include a method to compare the Engineer's test results with the Contractor's results. The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the consultants, the subcontractors, or the producer of the mixture. The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

The Department's form MI 504M, form BMPR MI654, and form BMPR MI655 shall be completed by the Contractor, and shall be submitted to the Engineer weekly or as required by the Engineer. A correctly completed form MI 504M, form BMPR MI654, and form BMPR MI655 are required to authorize payment by the Engineer, for applicable pay items.

- (2) Delivery Truck Ticket. The following information shall be recorded on each delivery ticket or in a bound hardback field book: initial revolution counter reading (final reading optional) at the jobsite, if the mixture is truck-mixed; time discharged at the jobsite; total amount of each admixture added at the jobsite; and total amount of water added at the jobsite.

- (g) Basis of Payment and Schedules. Quality Control/Quality Assurance of portland cement concrete mixtures will not be paid for separately, but shall be considered as included in the cost of the various concrete contract items.

SCHEDULE A

CONTRACTOR PLANT SAMPLING AND TESTING			
Item	Test	Frequency	IL Modified AASHTO or Department Test Method ^{1/}
Aggregates (Arriving at Plant)	Gradation ^{2/}	As needed to check source for each gradation number	2, 11, 27, and 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Gradation ^{2/}	2,500 cu yd (1,900 cu m) for each gradation number ^{3/}	2, 11, 27, and 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Moisture ^{4/} : Fine Aggregate	Once per week for moisture sensor, otherwise daily for each gradation number	Flask, Dunagan, Pychnometer Jar, or 255
	Moisture ^{4/} : Coarse Aggregate	As needed to control production for each gradation number	Dunagan, Pychnometer Jar, or 255
Mixture ^{5/}	Slump Air Content Unit Weight / Yield Slump Flow (SCC) Visual Stability Index (SCC) J-Ring (SCC) ^{6/} L-Box (SCC) ^{6/} Temperature	As needed to control production	T 141 and T 119 T 141 and T 152 or T 196 T 141 and T 121 SCC-1 and SCC-2 SCC-1 and SCC-2 SCC-1 and SCC-3 SCC-1 and SCC-4 T 141 and T 309
Mixture (CLSM) ^{7/}	Flow Air Content Temperature	As needed to control production	Illinois Test Procedure 307

1/ Refer to the Department's "Manual of Test Procedures for Materials".

2/ All gradation tests shall be washed. Testing shall be completed no later than 24 hours after the aggregate has been sampled.

3/ One per week (Sunday through Saturday) minimum unless the stockpile has not received additional aggregate material since the previous test.

One per day minimum for a bridge deck pour unless the stockpile has not received additional aggregate material since the previous test. The sample shall be taken and testing completed prior to the pour. The bridge deck aggregate sample may be taken the day before the pour or as approved by the Engineer.

- 4/ If the moisture test and moisture sensor disagree by more than 0.5 percent, retest. If the difference remains, adjust the moisture sensor to an average of two or more moisture tests. The Department's "Water/Cement Ratio Worksheet" form shall be completed when applicable.
- 5/ The Contractor may also perform strength testing according to Illinois Modified AASHTO T 141, T 23, and T 22 or T 177; or water content testing according to Illinois Modified AASHTO T 318.

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

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

SCHEDULE B

CONTRACTOR JOBSITE SAMPLING & TESTING ^{1/}			
Item	Measured Property	Random Sample Testing Frequency per Mix Design and per Plant ^{2/}	IL Modified AASHTO Test Method
Pavement, Shoulder, Base Course, Base Course Widening, Driveway Pavement, Railroad Crossing, Cement Aggregate Mixture II	Slump ^{3/ 4/}	1 per 500 cu yd (400 cu m) or minimum 1/day	T 141 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	1 per 1250 cu yd (1000 cu m) or minimum 1/day	T 141, T 22 and T 23 or T 141, T 177 and T 23
Bridge Approach Slab ^{9/} , Bridge Deck ^{9/} , Bridge Deck Overlay ^{9/} , Superstructure ^{9/} , Substructure, Culvert, Miscellaneous Drainage Structures, Retaining Wall, Building Wall, Drilled Shaft Pile & Encasement Footing, Foundation, Pavement Patching, Structural Repairs	Slump ^{3/ 4/}	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141, T 22 and T 23 or T 141, T 177 and T 23
Seal Coat	Slump ^{3/}	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 250 cu yd (200 cu m) or minimum 1/day when air is entrained	T 141 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141, T 22 and T 23 or T 141, T 177 and T 23

CONTRACTOR JOBSITE SAMPLING & TESTING ^{1/}			
Curb, Gutter, Median, Barrier, Sidewalk, Slope Wall, Paved Ditch, Fabric Formed Concrete Revetment Mat ^{10/} , Miscellaneous Items, Incidental Items	Slump ^{3/ 4/}	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	1 per 400 cu yd (300 cu m) or minimum 1/day	T 141, T 22 and T 23 or T 141, T 177 and T 23
The Item will use a Self-Consolidating Concrete Mixture	Slump Flow ^{3/} VSI ^{3/} J-Ring ^{3/ 11/} L-Box ^{3/ 11/}	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 ^{12/}	Minimum 1/day at start of production for that day	SCC-1 and SCC-6
The Item will use a Self-Consolidating Concrete Mixture	Dynamic Segregation Index (DSI)	Minimum 1/week at start of production for that week	SCC-1 and SCC-8 (Option C)
The Item will use a Self-Consolidating Concrete Mixture	Air Content ^{3/ 5/ 6/}	Perform at same frequency that is specified for the Item's air content	SCC-1 and T 152 or T 196
The Item will use a Self-Consolidating Concrete Mixture	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	Perform at same frequency that is specified for the Item's strength	SCC-1, T 22 and T 23 or SCC-1, T 177 and T 23
All	Temperature ^{3/}	As needed to control production	T 141 and T 309
Controlled Low- Strength Material (CLSM)	Flow, Air Content, Compressive Strength (28-day) ^{13/} , 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 conveyed. This shall continue throughout the pour. If the re-check indicates the correction factor has changed, a minimum of two truckloads is required to re-establish the correction factor. The correction factor shall also be re-established when significant changes in temperature, distance, pump or conveyor arrangement, and other factors have occurred. If the correction factor is >3.0 percent, 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 conveyed, the Contractor shall sample according to Illinois Modified AASHTO T 141.
- 9/ The air content test will be required for each delivered truck load.
- 10/ For fabric formed concrete revetment mat, the slump test is not required and the flexural strength test is not applicable.
- 11/ The Contractor shall select the J-Ring or L-Box test for jobsite sampling and testing.
- 12/ In addition to the hardened visual stability index (HVSI) test, a slump flow test, visual stability index (VSI) test, J-Ring or L-Box test, air content test, and temperature test shall be performed on the same sample. The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.
- 13/ The test of record for strength shall be the day indicated in Article 1019.04. In addition to the strength test, a flow test, air content test, and temperature test shall be performed on the same sample. The strength test may be waived by the Engineer if future removal of the material is not a concern.

SCHEDULE C

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

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

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

SCHEDULE D

CONCRETE QUALITY CONTROL AND QUALITY ASSURANCE DOCUMENTS

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

* Refer to Appendix C of the Manual of Test Procedures for Materials for more information.”

REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

“202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials. Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction limits, the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor's landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor's responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the right-of-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm).”

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, algacides, 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.”

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

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

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

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 2. In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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

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

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

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

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

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

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

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

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

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

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

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

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

Effective: August 1, 2012

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

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

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

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

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

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

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

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 2. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

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

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

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

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

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 Article 107.31 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.

The following table indicates the color of markings required of the State-Wide One Call Notification System.

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 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."

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: November 1, 2012

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Materials.

Add the following to Article 1030.02 of the Standard Specifications.

“(h) Warm Mix Asphalt (WMA) Technologies (Note 3)”

Add the following note to Article 1030.02 of the Standard Specifications.

“Note 3. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, “Warm-Mix Asphalt Technologies”.”

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

“1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, “Approval of Hot-Mix Asphalt Plants and Equipment”. Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements.”

Add the following to Article 1102.01(a) of the Standard Specifications.

“(13) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.
- b. Additives. Additives shall be introduced into the plant according to the supplier’s recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes.”

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

“(d) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification. Additional mixture verification requirements include Hamburg Wheel testing according to Illinois Modified AASHTO T324 and tensile strength testing according to Illinois Modified AASHTO T283 which shall meet the criteria in Tables 1 and 2 respectively herein. The Contractor shall provide the additional material as follows:

- a. Four gyratory specimens to be prepared in the Contractor's lab according to Illinois Modified AASHTO T324.
- b. Sufficient mixture to conduct tensile strength testing according to Illinois Modified AASHTO T283.

Table 1. Illinois Modified AASHTO T324 Requirements ^{1/}

Asphalt Binder Grade	# Wheel Passes	Max Rut Depth in. (mm)
PG 76-XX	20,000	1/2 in. (12.5 mm)
PG 70-XX	15,000	1/2 in. (12.5 mm)
PG 64-XX	7,500	1/2 in. (12.5 mm)
PG 58-XX	5,000	1/2 in. (12.5 mm)

1/ Loose WMA shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Table 2. Tensile Strength Requirements

Asphalt Binder Grade	Tensile Strength psi (kPa)	
	Minimum	Maximum
PG 76-XX	80 (552)	200 (1379)
PG 70-XX		
PG 64-XX	60 (414)	200 (1379)"
PG 58-XX		

Production.

Revise the second paragraph of Article 1030.06(a) of the Standard Specifications to read:

“At the start of mix production for HMA, WMA, and HMA using WMA technologies, QC/QA mixture start-up will be required for the following situations; at the beginning of production of a new mix of a new mixture design, at the beginning of each production season, and at every plant utilized to produce mixtures, regardless of the mix.”

Insert the following after the sixth paragraph of Article 1030.06(a) of the Standard Specifications:

“Warm mix technologies shall be as follows.

- (1) Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 and tensile strength testing according to Illinois Modified AASHTO T283 (approximately 110 lb (50 kg) total).

- (2) Upon completion of the start-up, WMA, or HMA using WMA technologies, production shall cease. The Contractor may revert to conventional HMA production provided a start-up has been previously completed for the current construction season for the mix design. WMA, or HMA using WMA technologies, may resume once all the test results, including Hamburg Wheel results are completed and found acceptable by the Engineer.”

Add the following after the first paragraph of Article 1030.05(d)(2)c. of the Standard Specifications:

“During production of each WMA mixture or HMA utilizing WMA technologies, the Engineer will request a minimum of one randomly located sample, identified by the Engineer, for Hamburg Wheel testing to determine compliance with the requirements specified in Table 1 herein.”

Quality Control/Quality Assurance Testing.

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Aggregate Gradation % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm) Note 1.	1 washed ignition oven test on the mix per half day of production Note 4.	1 washed ignition oven test on the mix per day of production Note 4.	Illinois Procedure
Asphalt Binder Content by Ignition Oven Note 2.	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
VMA Note 3.	Day's production ≥ 1200 tons: 1 per half day of production	N/A	Illinois-Modified AASHTO R 35
Day's production < 1200 tons: 1 per half day of production for first 2 days and 1			

Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
	per day thereafter (first sample of the day)		
Air Voids Bulk Specific Gravity of Gyratory Sample Note 5.	Day's production \geq 1200 tons: 1 per half day of production Day's production $<$ 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	1 per day	Illinois-Modified AASHTO T 312
Maximum Specific Gravity of Mixture	Day's production \geq 1200 tons: 1 per half day of production Day's production $<$ 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	1 per day	Illinois-Modified AASHTO T 209

Note 1. The No. 8 (2.36 mm) and No. 30 (600 μ m) sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch

Note 5. The WMA compaction temperature for mixture volumetric testing shall be 270 ± 5 °F (132 ± 3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270 ± 5 °F (132 ± 3 °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to cool to room temperature it shall be reheated to standard HMA compaction temperatures.”

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

“The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C).
WMA shall be delivered at a minimum temperature of 215 °F (102 °C).”

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

FUEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 1, 2009

Revised: July 1, 2009

Description. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name and sign and date the form shall make this contract exempt of fuel cost adjustments for all categories of work. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

General. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and work added by adjusted unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Added work paid for by time and materials will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

(a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

English Units Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / \$1000

Metric Units	Factor	Units
Category		
A - Earthwork	1.68	liters / cu m
B – Subbase and Aggregate Base courses	2.58	liters / metric ton
C – HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D – PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E – Structures	30.28	liters / \$1000

(c) Quantity Conversion Factors.

Category	Conversion	Factor
B	sq yd to ton	0.057 ton / sq yd / in depth
	sq m to metric ton	0.00243 metric ton / sq m / mm depth
C	sq yd to ton	0.056 ton / sq yd / in depth
	sq m to metric ton	0.00239 m ton / sq m / mm depth
D	sq yd to cu yd	0.028 cu yd / sq yd / in depth
	sq m to cu m	0.001 cu m / sq m / mm depth

Method of Adjustment. Fuel cost adjustments will be computed as follows.

$$CA = (FPI_P - FPI_L) \times FUF \times Q$$

- Where: CA = Cost Adjustment, \$
 FPI_P = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)
 FPI_L = Fuel Price Index, as published by the Department for the month prior to the letting, \$/gal (\$/liter)
 FUF = Fuel Usage Factor in the pay item(s) being adjusted
 Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

Progress Payments. Fuel cost adjustments will be calculated for each calendar month in which applicable work is performed; and will be paid or deducted when all other contract requirements for the items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Final Quantities. Upon completion of the work and determination of final pay quantities, an adjustment will be prepared to reconcile any differences between estimated quantities previously paid and the final quantities. The value for the balancing adjustment will be based on a weighted average of FPI_P and Q only for those months requiring the cost adjustment. The cost adjustment will be applicable to the final measured quantities of all applicable pay items.

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

$$\text{Percent Difference} = \{(FPI_L - FPI_P) \div FPI_L\} \times 100$$

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
FUEL COST ADJUSTMENT**

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

Contract No.: _____

Company Name: _____

Contractor's Option:

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

- | | | |
|--|-----|--------------------------|
| Category A Earthwork. | Yes | <input type="checkbox"/> |
| Category B Subbases and Aggregate Base Courses | Yes | <input type="checkbox"/> |
| Category C HMA Bases, Pavements and Shoulders | Yes | <input type="checkbox"/> |
| Category D PCC Bases, Pavements and Shoulders | Yes | <input type="checkbox"/> |
| Category E Structures | Yes | <input type="checkbox"/> |

Signature: _____ **Date:** _____

STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004

Revised: April 1, 2009

Description. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

- Metal Piling (excluding temporary sheet piling)
- Structural Steel
- Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in has a contract value of \$10,000 or greater.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

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

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

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

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

Attachment

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

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
STEEL COST ADJUSTMENT**

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

Contract No.: _____

Company Name: _____

Contractor's Option:

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

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

Signature: _____ **Date:** _____

PROJECT LABOR AGREEMENT - QUARTERLY EMPLOYMENT REPORT

Public Act 97-0199 requires the Department to submit quarterly reports regarding the number of minorities and females employed under Project Labor Agreements. To assist in this reporting effort, the Contractor shall provide a quarterly workforce participation report for all minority and female employees working under the project labor agreement of this contract. The data shall be reported on Construction Form BC 820, Project Labor Agreement (PLA) Workforce Participation Quarterly Reporting Form available on the Department's website <http://www.dot.il.gov/const/conforms.html>.

The report shall be submitted no later than the 15th of the month following the end of each quarter (i.e. April 15 for the January – March reporting period). The form shall be emailed to DOT.PLA.Reporting@illinois.gov or faxed to (217) 524-4922.

Any costs associated with complying with this provision 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.

ILLINOIS DEPARTMENT OF TRANSPORTATION

PROJECT LABOR AGREEMENT

This Project Labor Agreement ("PLA" or "Agreement") is entered into this _____ day of _____, 2013, by and between the Illinois Department of Transportation ("IDOT" or "Department") in its proprietary capacity, and each relevant Illinois AFL-CIO Building Trades signatory hereto as determined by the Illinois AFL-CIO Statewide Project Labor Agreement Committee on behalf of each of its affiliated members (individually and collectively, the "Unions"). This PLA shall apply to Construction Work (as defined herein) to be performed by IDOT's Prime Contractor and each of its subcontractors of whatever tier ("Subcontractor" or "Subcontractors") on Contract No. _____ (hereinafter, the "Project").

ARTICLE 1 - INTENT AND PURPOSES

- 1.1 This PLA is entered into in accordance with the Project Labor Agreement Act ("Act", 30 ILCS 571). It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays, or other disruptions to the prosecution of the work. The parties acknowledge the obligations of the Contractors and Subcontractors to comply with the provisions of the Act. The parties will work with the Contractors and Subcontractors within the parameters of other statutory and regulatory requirements to implement the Act's goals and objectives.
- 1.2 As a condition of the award of the contract for performance of work on the Project, IDOT's Prime Contractor and each of its Subcontractors shall execute a "Contractor Letter of Assent", in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project. The Contractor shall submit a Subcontractor's Contractor Letter of Assent to the Department prior to the Subcontractor's performance of Construction Work on the Project. Upon request copies of the applicable collective bargaining agreements will be provided by the appropriate signatory labor organization consistent with this Agreement and at the pre-job conference referenced in Article III, Section 3.1.

- 1.3 Each Union affiliate and separate local representing workers engaged in Construction Work on the Project in accordance with this PLA are bound to this agreement by the Illinois AFL-CIO Statewide Project Labor Agreement Committee which is the central committee established with full authority to negotiate and sign PLAs with the State on behalf of all respective crafts. Upon their signing the Contractor Letter of Assent, the Prime Contractor, each Subcontractor, and the individual Unions shall thereafter be deemed a party to this PLA. No party signatory to this PLA shall, contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract for the performance of Construction Work for the Project to any person, firm, company, or entity that does not agree in writing to become bound for the term of this Project by the terms of this PLA prior to commencing such work and to the applicable area-wide collective bargaining agreement(s) with the Union(s) signatory hereto.
- 1.4 It is understood that the Prime Contractor(s) and each Subcontractor will be considered and accepted by the Unions as separate employers for the purposes of collective bargaining, and it is further agreed that the employees working under this PLA shall constitute a bargaining unit separate and distinct from all others. The parties hereto also agree that this PLA shall be applicable solely with respect to this Project, and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.
- 1.5 In the event of a variance or conflict, whether explicit or implicit, between the terms and conditions of this PLA and the provisions of any other applicable national, area, or local collective bargaining agreement, the terms and conditions of this PLA shall supersede and control. For any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors, and for any instrument calibration work and loop checking performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the preceding sentence shall apply only with respect to Articles I, II, V, VI, and VII.

- 1.6 Subject to the provisions of paragraph 1.5 of this Article, it is the parties' intent to respect the provisions of any other collective bargaining agreements that may now or hereafter pertain, whether between the Prime Contractor and one or more of the Unions or between a Subcontractor and one or more of the Unions. Accordingly, except and to the extent of any contrary provision set forth in this PLA, the Prime Contractor and each of its Subcontractors agrees to be bound and abide by the terms of the following in order of precedence: (a) the applicable collective bargaining agreement between the Prime Contractor and one or more of the Unions made signatory hereto; (b) the applicable collective bargaining agreement between a Subcontractor and one or more of the Unions made signatory hereto; or (c) the current applicable area collective bargaining agreement for the relevant Union that is the agreement certified by the Illinois Department of Labor for purposes of establishing the Prevailing Wage applicable to the Project. The Union will provide copies of the applicable collective bargaining agreements pursuant to part (c) of the preceding sentence to the Prime Contractor. Assignments by the Contractors or Subcontractors amongst the trades shall be consistent with area practices; in the event of unresolved disagreements as to the propriety of such assignments, the provisions of Article VI shall apply.
- 1.7 Subject to the limitations of paragraphs 1.4 to 1.6 of this Article, the terms of each applicable collective bargaining agreement as determined in accordance with paragraph 1.6 are incorporated herein by reference, and the terms of this PLA shall be deemed incorporated into such other applicable collective bargaining agreements only for purposes of their application to the Project.
- 1.8 To the extent necessary to comply with the requirements of any fringe benefit fund to which the Prime Contractor or Subcontractor is required to contribute under the terms of an applicable collective bargaining agreement pursuant to the preceding paragraph, the Prime Contractor or Subcontractor shall execute all "Participation Agreements" as may be reasonably required by the Union to accomplish such purpose; provided, however, that such Participation Agreements shall, when applicable to the Prime Contractor or Subcontractor solely as a result of this PLA, be amended as reasonably necessary to reflect such fact. Upon written notice in the form of a lien of a Contractor's or Subcontractor's delinquency from any applicable fringe benefit fund, IDOT will withhold from the Contractor's periodic pay request an amount sufficient to extinguish any delinquency obligation of the Contractor or Subcontractor arising out of the Project.
- 1.9 In the event that the applicable collective bargaining agreement between a Prime Contractor and the Union or between the Subcontractor and the Union expires prior to the completion of this Project, the expired applicable contract's terms will be maintained until a new applicable collective bargaining agreement is ratified. The wages and fringe benefits included in any new applicable collective bargaining agreement will apply on and after the effective date of the newly negotiated collective bargaining agreement, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the relevant bargaining parties.

ARTICLE II – APPLICABILITY, RECOGNITION, AND COMMITMENTS

- 2.1 The term Construction Work as used herein shall include all “construction, demolition, rehabilitation, renovation, or repair” work performed by a “laborer or mechanic” at the “site of the work” for the purpose of “building” the specific structures and improvements that constitute the Project. Terms appearing within quotation marks in the preceding sentence shall have the meaning ascribed to them pursuant to 29 CFR Part 5 and Illinois labor laws.
- 2.2 By executing the Letters of Assent, Prime Contractor and each of its Subcontractors recognizes the Unions signatory to this PLA as the sole and exclusive bargaining representatives for their craft employees employed on the jobsite for this Project. Unions who are signatory to this PLA will have recognition on the Project for their craft.
- 2.3 The Prime Contractor and each of its Subcontractors retains and shall be permitted to exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this PLA or by the terms and conditions of the applicable collective bargaining agreement.
- 2.4 Except to the extent contrary to an express provision of the relevant collective bargaining agreement, equipment or materials used in the Project may be pre-assembled or pre-fabricated, and there shall be no refusal by the Union to handle, transport, install, or connect such equipment or materials. Equipment or materials delivered to the job-site will be unloaded and handled promptly without regard to potential jurisdictional disputes; any such disputes shall be handled in accordance with the provisions of this PLA.
- 2.5 The parties are mutually committed to promoting a safe working environment for all personnel at the job-site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.
- 2.6 The use or furnishing of alcohol or drugs and the conduct of any other illegal activity at the job-site is strictly prohibited. The parties shall take every practical measure consistent with the terms of applicable collective bargaining agreements to ensure that the job-site is free of alcohol and drugs.
- 2.7 All parties to this PLA agree that they will not discriminate against any employee based on race, creed, religion, color, national origin, union activity, age, gender or sexual orientation and shall comply with all applicable federal, state, and local laws.

- 2.8 In accordance with the Act and to promote diversity in employment, IDOT will establish, in cooperation with the other parties, the apprenticeship hours which are to be performed by minorities and females on the Project. IDOT shall consider the total hours to be performed by these underrepresented groups, as a percentage of the workforce, and create aspirational goals for each Project, based on the level of underutilization for the service area of the Project (together "Project Employment Objectives"). IDOT shall provide a quarterly report regarding the racial and gender composition of the workforce on the Project.

Persons currently lacking qualifications to enter apprenticeship programs will have the opportunity to obtain skills through basic training programs as have been established by the Department. The parties will endeavor to support such training programs to allow participants to obtain the requisite qualifications for the Project Employment Objectives.

The parties agree that all Contractors and Subcontractors working on the Project shall be encouraged to utilize the maximum number of apprentices as permitted under the terms of the applicable collective bargaining agreements to realize the Project Employment Objectives.

The Unions shall assist the Contractor and each Subcontractor in efforts to satisfy Project Employment Objectives. A Contractor or Subcontractor may request from a Union specific categories of workers necessary to satisfy Project Employment Objectives. The application of this section shall be consistent with all local Union collective bargaining agreements, and the hiring hall rules and regulations established for the hiring of personnel, as well as the apprenticeship standards set forth by each individual Union.

- 2.9 The parties hereto agree that engineering/architectural/surveying consultants' materials testing employees are subject to the terms of this PLA for Construction Work performed for a Contractor or Subcontractor on this Project. These workers shall be fully expected to objectively and responsibly perform their duties and obligations owed to the Department without regard to the potential union affiliation of such employees or of other employees on the Project.
- 2.10 This Agreement shall not apply to IDOT employees or employees of any other governmental entity.

ARTICLE III - ADMINISTRATION OF AGREEMENT

- 3.1 In order to assure that all parties have a clear understanding of the PLA, and to promote harmony, at the request of the Unions a post-award pre-job conference will be held among the Prime Contractor, all Subcontractors and Union representatives prior to the start of any Construction Work on the Project. No later than the conclusion of such pre-job conference, the parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, e-mail). Nothing herein shall be construed to limit the right of the Department to discuss or explain the purpose and intent of this PLA with prospective bidders or other interested parties prior to or following its award of the job.
- 3.2 Representatives of the Prime Contractor and the Unions shall meet as often as reasonably necessary following award until completion of the Project to assure the effective implementation of this PLA.
- 3.3 Any notice contemplated under Article VI and VII of this Agreement to a signatory labor organization shall be made in writing to the Local Union with copies to the local union's International Representative.

ARTICLE IV - HOURS OF WORK AND GENERAL CONDITIONS

- 4.1 The standard work day and work week for Construction Work on the Project shall be consistent with the respective collective bargaining agreements. In the event Project site or other job conditions dictate a change in the established starting time and/or a staggered lunch period for portions of the Project or for specific crafts, the Prime Contractor, relevant Subcontractors and business managers of the specific crafts involved shall confer and mutually agree to such changes as appropriate. If proposed work schedule changes cannot be mutually agreed upon between the parties, the hours fixed at the time of the pre-job meeting shall prevail.
- 4.2 Shift work may be established and directed by the Prime Contractor or relevant Subcontractor as reasonably necessary or appropriate to fulfill the terms of its contract with the Department. If used, shift hours, rates and conditions shall be as provided in the applicable collective bargaining agreement.
- 4.3 The parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.

- 4.4 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.
- 4.5 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, there shall be no limit on production by workmen, no restrictions on the full use of tools or equipment, and no restrictions on efficient use of manpower or techniques of construction other than as may be required by safety regulations.
- 4.6 The parties recognize that specialized or unusual equipment may be installed on the Project. In such cases, the Union recognizes the right of the Prime Contractor or Subcontractor to involve the equipment supplier or vendor's personnel in supervising the setting up of the equipment, making modifications and final alignment, and performing similar activities that may be reasonably necessary prior to and during the start-up procedure in order to protect factory warranties. The Prime Contractor or Subcontractor shall notify the Union representatives in advance of any work at the job-site by such vendor personnel in order to promote a harmonious relationship between the equipment vendor's personnel and other Project employees.
- 4.7 For the purpose of promoting full and effective implementation of this PLA, authorized Union representatives shall have access to the Project job-site during scheduled work hours. Such access shall be conditioned upon adherence to all reasonable visitor and security rules of general applicability that may be established for the Project site at the pre-job conference or from time to time thereafter.

ARTICLE V – GRIEVANCE PROCEDURES FOR DISPUTES ARISING UNDER A PARTICULAR COLLECTIVE BARGAINING AGREEMENT

- 5.1 In the event a dispute arises under a particular collective bargaining agreement specifically not including jurisdictional disputes referenced in Article VI below, said dispute shall be resolved by the Grievance/Arbitration procedure of the applicable collective bargaining agreement. The resulting determination from this process shall be final and binding on all parties bound to its process.
- 5.2 Employers covered under this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such violation of this agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at the Project site shall continue without disruption or hindrance of any kind as a result of a Grievance/Arbitration procedure under this Article.
- 5.3 In the event there is a deadlock in the foregoing procedure, the parties agree that the matter shall be submitted to arbitration for the selection and decision of an Arbitrator governed under paragraph 6.8.

ARTICLE VI –DISPUTES: GENERAL PRINCIPLES

- 6.1 This Agreement is entered into to prevent strikes, lost time, lockouts and to facilitate the peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers.
- 6.2 A panel of Permanent Arbitrators are attached as addendum (A) to this agreement. By mutual agreement between IDOT and the Unions, the parties can open this section of the agreement as needed to make changes to the list of permanent arbitrators.
- 6.3 The PLA Jurisdictional Dispute Resolution Process (“Process”) sets forth the procedures below to resolve jurisdictional disputes between and among Contractors, Subcontractors, and Unions engaged in the building and construction industry. Further, the Process will be followed for any grievance or dispute arising out of the interpretation or application of this PLA by the parties except for the prohibition on attorneys contained in 6.11. All decisions made through the Process are final and binding upon all parties.

DISPUTE PROCESS

- 6.4 Administrative functions under the Process shall be performed through the offices of the President and/or Secretary-Treasurer of the Illinois State Federation of Labor, or their designated representative, called the Administrator. In no event shall any officer, employee, agent, attorney, or other representative of the Illinois Federation of Labor, AFL-CIO be subject to any subpoena to appear or testify at any jurisdictional dispute hearing.
- 6.5 There shall be no abandonment of work during any case participating in this Process or in violation of the arbitration decision. All parties to this Process release the Illinois State Federation of Labor (“Federation”) from any liability arising from its action or inaction and covenant not to sue the Federation, nor its officers, employees, agents or attorneys.
- 6.6 In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, Contractors or Subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:
- (a) Representatives of the affected trades and the Contractor or Subcontractor shall meet on the job site within two (2) business days after receiving written notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)

- (b) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the local area Building & Construction Trades Council, which shall meet with the affected trades within two (2) business days subsequent to receiving written notice. In the event the parties do not wish to avail themselves of the local Building & Construction Trades Council, the parties may elect to invoke the services of their respective International Representatives with no extension of the time limitations. An agreement reached at this Step shall be final and binding upon all parties.
- (c) If no settlement agreement is reached during the proceedings contemplated by Paragraphs "a" or "b" above, the matter shall be immediately referred to the Illinois Jurisdictional Dispute Process for final and binding resolution of said dispute. Said referral submission shall be in writing and served upon the Illinois State Federation of Labor, or the Administrator, pursuant to paragraph 6.4 of this agreement. The Administrator shall, within three (3) days, provide for the selection of an available Arbitrator to hear said dispute within this time period. Upon good cause shown and determined by the Administrator, an additional three (3) day extension for said hearing shall be granted at the sole discretion of the Administrator. Only upon mutual agreement of all parties may the Administrator extend the hearing for a period in excess of the time frames contemplated under this Paragraph. Business days are defined as Monday through Friday, excluding contract holidays.
- 6.7 The primary concern of the Process shall be the adjustment of jurisdictional disputes arising out of the Project. A sufficient number of Arbitrators shall be selected from list of approved Arbitrators as referenced Sec. 6.2 and shall be assigned per Sec. 6.8. Decisions shall be only for the Project and shall become effective immediately upon issuance and complied with by all parties. The authority of the Arbitrator shall be restricted and limited specifically to the terms and provisions of Article VI and generally to this Agreement as a whole.
- 6.8 The Arbitrator chosen shall be randomly selected based on the list of Arbitrators in Sec. 6.2 and geographical location of the jurisdictional dispute and upon his/her availability, and ability to conduct a Hearing within two (2) business days of said notice. The Arbitrator may issue a "bench" decision immediately following the Hearing or he/she may elect to only issue a written decision, said decision must be issued within two (2) business days subsequent to the completion of the Hearing. Copies of all notices, pleadings, supporting memoranda, decisions, etc. shall be provided to all disputing parties and the Illinois State Federation of Labor.

Any written decision shall be in accordance with this Process and shall be final and binding upon all parties to the dispute and may be a "short form" decision. Fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion. The decision of the Arbitrator shall be final and binding upon the parties hereto, their members, and affiliates.

In cases of jurisdictional disputes or other disputes between a signatory labor organization and another labor organization, both of which is an affiliate or member of the same International Union, the matter or dispute shall be settled in the manner set forth by their International Constitution and/or as determined by the International Union's General President whose decision shall be final and binding upon all parties. In no event shall there be an abandonment of work.

- 6.9 In rendering a decision, the Arbitrator shall determine:
- (a) First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between National or International Unions to the dispute or agreements between local unions involved in the dispute, governs;
 - (b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality; and,
 - (c) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.
- 6.10 The Arbitrator shall set forth the basis for his/her decision and shall explain his/her findings regarding the applicability of the above criteria. If lower ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the Project. Agreements of Record, for other PLA projects, are applicable only to those parties signatory to such agreements. Decisions of Record are those that were either attested to by the former Impartial Jurisdictional Disputes Board or adopted by the National Arbitration Panel.

- 6.11 All interested parties, as determined by the Arbitrator, shall be entitled to make presentations to the Arbitrator. Any interested labor organization affiliated to the PLA Committee and party present at the Hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the Arbitrator and to agree to be bound by its decision. In addition to the representative of the local labor organization, a representative of the labor organization's International Union may appear on behalf of the parties. Each party is responsible for arranging for its witnesses. In the event an Arbitrator's subpoena is required, the party requiring said subpoena shall prepare the subpoena for the Arbitrator to execute. Service of the subpoena upon any witness shall be the responsibility of the issuing party.

Attorneys shall not be permitted to attend or participate in any portion of a Hearing.

The parties are encouraged to determine, prior to Hearing, documentary evidence which may be presented to the Arbitrator on a joint basis.

- 6.12 The Order of Presentation in all Hearings before an Arbitrator shall be

- I. Identification and Stipulation of the Parties
- II. Unions(s) claiming the disputed work presents its case
- III. Union(s) assigned the disputed work presents its case
- IV. Employer assigning the disputed work presents its case
- V. Evidence from other interested parties (i.e., general contractor, project manager, owner)
- VI. Rebuttal by union(s) claiming the disputed work
- VII. Additional submissions permitted and requested by Arbitrator
- VIII. Closing arguments by the parties

- 6.13 All parties bound to the provisions of this Process hereby release the Illinois State Federation of Labor and IDOT, their respective officers, agents, employees or designated representatives, specifically including any Arbitrator participating in said Process, from any and all liability or claim, of whatsoever nature, and specifically incorporating the protections provided in the Illinois Arbitration Act, as amended from time to time.

- 6.14 The Process, as an arbitration panel, nor its Administrator, shall have any authority to undertake any action to enforce its decision(s). Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Arbitrator or Administrator determining non-compliance with a prior award or decision.

- 6.15 If at any time there is a question as to the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process, the primary responsibility for any determination of the arbitrability of a dispute and the jurisdiction of the Arbitrator shall be borne by the party requesting the Arbitrator to hear the underlying jurisdictional dispute. The affected party or parties may proceed before the Arbitrator even in the absence or one or more stipulated parties with the issue of jurisdiction as an additional item to be decided by the Arbitrator. The Administrator may participate in proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Illinois Jurisdictional Dispute Resolution Process. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process shall bear all the costs, expenses and attorneys' fees incurred by the Illinois Jurisdictional Dispute Resolution Process and/or its Administrator in establishing its jurisdiction.

ARTICLE VII - WORK STOPPAGES AND LOCKOUTS

- 7.1 During the term of this PLA, no Union or any of its members, officers, stewards, employees, agents or representatives shall instigate, support, sanction, maintain, or participate in any strike, picketing, walkout, work stoppage, slow down or other activity that interferes with the routine and timely prosecution of work at the Project site or at any other contractor's or supplier's facility that is necessary to performance of work at the Project site. Hand billing at the Project site during the designated lunch period and before commencement or following conclusion of the established standard workday shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project.
- 7.2 Should any activity prohibited by paragraph 7.1 of this Article occur, the Union shall undertake all steps reasonably necessary to promptly end such prohibited activities.
- 7.2.A No Union complying with its obligations under this Article shall be liable for acts of employees for which it has no responsibility or for the unauthorized acts of employees it represents. Any employee who participates or encourages any activity prohibited by paragraph 7.1 shall be immediately suspended from all work on the Project for a period equal to the greater of (a) 60 days; or (b) the maximum disciplinary period allowed under the applicable collective bargaining agreement for engaging in comparable unauthorized or prohibited activity.

7.2.B Neither the PLA Committee nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the PLA Committee will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The PLA Committee in its compliance with this obligation shall not be liable for acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.

During the term of this PLA, the Prime Contractor and its Subcontractors shall not engage in any lockout at the Project site of employees covered by this Agreement.

7.3 Upon notification of violations of this Article, the principal officer or officers of the local area Building and Construction Trades Council, and the Illinois AFL-CIO Statewide Project Labor Agreement Committee as appropriate, will immediately instruct, order and use their best efforts to cause the affiliated union or unions to cease any violations of this Article. A Trades Council and the Committee otherwise in compliance with the obligations under this paragraph shall not be liable for unauthorized acts of its affiliates.

7.4 In the event that activities in violation of this Article are not immediately halted through the efforts of the parties, any aggrieved party may invoke the special arbitration provisions set forth in paragraph 7.5 of this Article.

7.5 Upon written notice to the other involved parties by the most expeditious means available, any aggrieved party may institute the following special arbitration procedure when a breach of this Article is alleged:

7.5.A The party invoking this procedure shall notify the individual designated as the Permanent Arbitrator pursuant to paragraph 6.8 of the nature of the alleged violation; such notice shall be by the most expeditious means possible. The initiating party may also furnish such additional factual information as may be reasonably necessary for the Permanent Arbitrator to understand the relevant circumstances. Copies of any written materials provided to the arbitrator shall also be contemporaneously provided by the most expeditious means possible to the party alleged to be in violation and to all other involved parties.

7.5.B Upon receipt of said notice the Permanent Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation is ongoing, but not before twenty-four (24) hours after the written notice to all parties involved as required above.

- 7.5.C The Permanent Arbitrator shall notify the parties by facsimile or any other effective written means, of the place and time chosen by the Permanent Arbitrator for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Permanent Arbitrator.
- 7.5.D The sole issue at the hearing shall be whether a violation of this Article has, in fact, occurred. An Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- 7.5.E Such Award may be enforced by any court of competent jurisdiction upon the filing of the Award and such other relevant documents as may be required. Facsimile or other hardcopy written notice of the filing of such enforcement proceedings shall be given to the other relevant parties. In a proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- 7.6 Individuals found to have violated the provisions of this Article are subject to immediate termination. In addition, IDOT reserves the right to terminate this PLA as to any party found to have violated the provisions of this Article.
- 7.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- 7.8 The fees and expenses of the Permanent Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

ARTICLE VIII – TERMS OF AGREEMENT

- 8.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

- 8.2 This Agreement shall be in full force as of and from the date of the Notice of Award until the Project contract is closed.
- 8.3 This PLA may not be changed or modified except by the subsequent written agreement of the parties. All parties represent that they have the full legal authority to enter into this PLA. This PLA may be executed by the parties in one or more counterparts.
- 8.4 Any liability arising out of this PLA shall be several and not joint. IDOT shall not be liable to any person or other party for any violation of this PLA by any other party, and no Contractor or Union shall be liable for any violation of this PLA by any other Contractor or Union.
- 8.5 The failure or refusal of a party to exercise its rights hereunder in one or more instances shall not be deemed a waiver of any such rights in respect of a separate instance of the same or similar nature.

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Addendum A

IDOT Slate of Permanent Arbitrators

1. Bruce Feldacker
2. Thomas F. Gibbons
3. Edward J. Harrick
4. Brent L. Motchan
5. Robert Perkovich
6. Byron Yaffee
7. Glenn A. Zipp

Execution Page

Illinois Department of Transportation

Omer Osman, Director of Highways

Matthew Hughes, Director Finance & Administration

Michael A. Forti, Chief Counsel

Ann L. Schneider, Secretary

(Date)

Illinois AFL-CIO Statewide Project Labor Agreement Committee, representing the Unions listed below:

List Unions:

(Date)

****RETURN WITH BID****

Exhibit A - Contractor Letter of Assent

(Date)

To All Parties:

In accordance with the terms and conditions of the contract for Construction Work on [Contract No.], this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Transportation in connection with said Project.

It is the understanding and intent of the undersigned party that this Project Labor Agreement shall pertain only to the identified Project. In the event it is necessary for the undersigned party to become signatory to a collective bargaining agreement to which it is not otherwise a party in order that it may lawfully make certain required contributions to applicable fringe benefit funds, the undersigned party hereby expressly conditions its acceptance of and limits its participation in such collective bargaining agreement to its work on the Project.

(Authorized Company Officer)

(Company)

****RETURN WITH BID****

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.