#### **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. This does not apply to Small Business Set-Asides.

#### **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. This does not apply to Small Business Set-Asides.

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 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 server e-mails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <a href="http://www.dot.il.gov/desenv/delett.html">http://www.dot.il.gov/desenv/delett.html</a> before submitting final bid information.

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

Addenda questions may be directed to the Plans and Contracts Office at (217)782-7806 or <a href="mailto:D&Econtracts@dot.il.gov">D&Econtracts@dot.il.gov</a>

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

#### **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

☐ Cover page followed by the Pay Items. If you are using special software or CBID to generate your schedule of prices, do not include the blank schedule of prices.
☐ Page 4 (Item 9) – Check "YES" if you will use a subcontractor(s). Include the subcontractor(s) name, address and the dollar amount (if over \$25,000). If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.
☐ <b>After page 4, I</b> nsert your Cost Adjustments for Steel, Bituminous and Fuel (if applicable), and your State Board of Elections certificate of registration.
☐ Page 10 (Paragraph J) – Check "YES" or "NO" whether your company has any business in Iran.
☐ Page 10 (Paragraph K) – List the Union Local Name and number or certified training programs that you have in place. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.
☐ Page 11 (Paragraph L) - Insert a copy of your State Board of Elections certificate of registration after page 4 of the bid proposal. Only include the page that has the date stamp on it. Do not include any other certificates or forms showing that you are an Illinois business.
☐ 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

Copies of the Forms can be used and only need to be changed when the financial inform certification signature and date must be original for each letting. Do not staple the forms	nation changes. The
If you answered "NO" to all of the questions in Paragraph C (page 12), complete the first with your company information and then sign and date the Not Applicable statement on p	
■ Page 18 (Form B) - If you check "YES" to having other current or pending contracts ithe phrase, "See Affidavit of Availability on file".	t is acceptable to use
☐ Page 20 (Workforce Projection) – Be sure to include the Duration of the Project. It the phrase "Per Contract Specifications".	is acceptable to use
☐ <b>Bid Bond</b> – Submit your bid bond using the current Bid Bond Form provided in the properties of Attorney page should be stapled to the Bid Bond. If you are using an elect your bid bond number on the form and attach the Proof of Insurance printed from the Su	tronic bond, include
☐ <b>Disadvantaged Business Utilization Plan and/or Good Faith Effort</b> – The last item be the DBE Utilization Plan (SBE 2026), DBE Participation Statement (SBE 2025) and so 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 will be placed on the main page of the current letting on the day of the Letting. The streat 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 da link on the main page of the current letting.	y. You will find the
QUESTIONS: pre-letting up to execution of the contract	
Contractor/Subcontractor pre-qualificationSmall Business, Disadvantaged Business Enterprise (DBE)	217-785-4611 217-785-0230
QUESTIONS: following contract execution	
Including Subcontractor documentation, paymentsRailroad Insurance	217-782-3413 217-785-0275

125

Proposal Submitted By
Name
Address
City

#### Letting March 9, 2012

#### 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. This does not apply to Small Business Set-Asides.

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL** 

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



Springfield, Illinois 62764

Contract No. 63665 LAKE County Section 10-F3000-00-BT Route FAP 541 (Grand Avenue) Project TE-00D1(842) District 1 Construction Funds

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

Prepared by	F
Checked by	Г

#### Page intentionally left blank



**PROPOSAL** 

#### TO THE DEPARTMENT OF TRANSPORTATION

**District 1 Construction Funds** 

the improvement identified and advertised for bids in the Invitation for Bids as:  Contract No. 63665  LAKE County  Section 10-F3000-00-BT	
Γaxpayer Identification Number (Mandatory)	
for the improvement identified and advertised for bids in the Invitation for Bids as:	
LAKE County	

This project consists of the construction of a pedestrian underpass under Grand Avenue to connect the existing Millennium Trail. Project is located 0.80 miles north west of the Grand Avenue and U.S. Highway 45 intersection in Lake Villa Township, Lake County.

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

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

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

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

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

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

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

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

			RETURN WITH BID		
6.	combination, combination I proportion to	he/she bid spe the bid	<b>S.</b> The undersigned further agrees that if awarded the contract will perform the work in accordance with the requirements of ecified in the schedule below, and that the combination bid submitted for the same. If an error is found to exist in the gross a combination, the combination bid shall be corrected as provide	f each individual proposal shall be prorated against of s sum bid for one or more	comprising th each section i
			ombination bid is submitted, the schedule below must be cong the combination.	ompleted in each proposa	al
			e bids are submitted for one or more of the sections compri ion bid must be submitted for each alternate.	sing the combination, a	
			Schedule of Combination Bids		
Со	mbination			Combination I	Bid
	No.		Sections Included in Combination	Dollars	Cents
7.	schedule of p all extensions schedule are is an error in t will be made The schedule provided else AUTHORITY provides that business in the	orices for s and approximate extending the extending for each quantity where it is a persone State	ICES. The undersigned bidder submits herewith, in accordance or the items of work for which bids are sought. The unit prices is summations have been made. The bidder understands that imate and are provided for the purpose of obtaining a gross surension of the unit prices, the unit prices shall govern. Payment to ractual quantities of work performed and accepted or materials tities of work to be done and materials to be furnished may be in the contract.  Description:  Descri	bid are in U.S. dollars and the quantities appearing m for the comparison of bid to the contractor awarded t is furnished according to the increased, decreased or currement Code (30 ILCS	cents, and in the bid ds. If there he contract e contract. omitted as
9.	The services	of a s	ubcontractor will or may be used.		
	Check bo		es		
			ontractors with subcontracts with an annual value of more than \$ ress, and the dollar allocation for each subcontractor.	\$25,000, the contract shall	include

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

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 02/07/12 ILLINOIS DEPARTMENT OF TRANSPORTATION

ILLINOIS DEPAKIMENI OF IKANSPOKIA	SCHEDULE OF PRICES	CONTRACT NUMBER - 63665
	STATE JOB #- C-91-345-11	0000-06600-0 - 08N Sdd

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RICES - 63665		QUANTITY	656.000 X	27.000 X	158.000 X	10.000 X	X 000.06	00:	0	.00	7.00	02.00	,137.00	25.00	0	0	0	
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#- C-91-345-11 0-00992-0000 CO	NAME   CODE   DIST   SECTI   SECTI   097   01   10-F3000-00-BT	PAY ITEM DESCRIPTION	ORNAMENTAL FENCE	AGG BICYCLE PATH	ORNAMENTAL RAILING	FURNISH WITNESS POST	TREES (SPECIAL)	FLOCCULATION LOGS	FLOCCULATION POWDER	TREE PROTECT & PRESER	STONE RIPRAP CL A2 SP	STAIN CONC STRUCTURES	FORM LINER TEX SUR SP	SHRUBS SPECIAL	RETAINING WALL SPL	DEWATERING STRUCT N1	REMOV EX FLAR END SEC	
STATE JOB PPS NBR -	COUNTY N LAKE	ITEM	X001249	X002007	005713	x006522	0	1 00	၊ ၂ တ		י ב	7023	08003	08639	Z127902	0301852	0322936	

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FAP 541 10-F3000-00-BT LAKE	ITEM	0018500	0019600	0026404	0026407	030240	0030340	0030820	042002	0046304	0062456	006190	0069200	0099200	0077740	00110

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63665

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ITEM	010021	0101000	0101200	0101300	0101350	0200100	0400800	0700220	0150	1001000	101505	5000400	5000600	5100115	200

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FAP 541 10-F3000-00-BT LAKE

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2001300	PROTECTIVE COAT	SQ YD	71.		
4000100	PAVEMENT REM	SQ YD	99.00		
4000200	DRIVE PAVEMENT REM		,143.000		
4000500	COMB CURB GUTTER REM	F0	,602.000		
0200100	STRUCTURE EXCAVATION	CU YD	4,878.00		
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300254	RUBBED FINISH	ГО	53.00		
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ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 02/07/12 RUN TIME - 190106 ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63665 FAP 541 10-F3000-00-BT LAKE

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NOTE: \*\*\* PLEASE TURN PAGE FOR IMPORTANT NOTES \*\*\*

TOTAL

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 02/07/12 RUN TIME - 190106

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NOTE:

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

- THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY. 2
- IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE. .
- A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN. 4.

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

#### I. GENERAL

- **A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, 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 chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

#### 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 Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

#### B. Negotiations

1. The Illinois Procurement 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 Illinois Procurement 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 Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, State purchasing officers, 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 Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, 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 chief procurement officer.

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 Illinois Procurement Code provides:

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

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

#### G. Insider Information

1. The Illinois Procurement Act 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 Illinois Procurement 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 chief procurement officer 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 Illinois Procurement 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 Procurement 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 chief procurement officer 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 Illinois Procurement 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 Procurement 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 chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

#### C. Debt Delinquency

1. The Illinois Procurement 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 Procurement 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 chief procurement officer 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 Illinois Procurement 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 Procurement 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 chief procurement officer 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 Procurement 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 chief procurement officer may declare the contract void if this certification is false.

#### F. Educational Loan

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

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

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

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

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

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

#### H. International Anti-Boycott

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

#### I. Drug Free Workplace

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

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

Section 50-36 of the Illinois Procurement 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 ap	propriate 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 Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.

NA-FEDERAL	 	

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

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

Sections 20-160 and 50-37 of the Illinois Procurement 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 Illinois Procurement 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. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

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 Illinois Procurement Code. This provision does not apply to Federal-aid contracts

#### M. Lobbyist Disclosure

Section 50-38 of the Illinois Procurement 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 chief procurement officer 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 Procurement 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 All costs, t	l address of person:ees, compensation, reimbursements and other remuneration paid to said person:

#### IV. DISCLOSURES

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

The chief procurement officer 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 Procurement Code. Furthermore, the chief procurement officer 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 Illinois Procurement 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 Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

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

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

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

2. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid.** 

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

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

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES NO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES NO
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)
	answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or

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

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

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

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

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

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

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

### ILLINOIS DEPARTMENT OF TRANSPORTATION

## Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
O'the Otate 7's		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

#### DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (	(type or print information)		
NAME:			
ADDRESS			
Type of owner	rship/distributable income share	9:	
stock	sole proprietorship	Partnership	other: (explain on separate sheet):
% or \$ value of	f ownership/distributable income s	hare:	

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

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

son, or daughter.	YesNo
(i) Compensated employment, currently or in the previous committee registered with the Secretary of State or a action committee registered with either the Secretary	ny county clerk of the State of Illinois, or any political
	or daughter; who was a compensated employee in the committee registered with the Secretary of State or any ction committee registered with either the Secretary of
	YesNo
3. Communication Disclosure.	
Section 2 of this form, who is has communicated, is coremployee concerning the bid or offer. This disclosure is	her agent of the bidder or offeror who is not identified in nmunicating, or may communicate with any State officer or is a continuing obligation and must be promptly supplemented be term of the contract. If no person is identified, enter "None"
Name and address of person(s):	

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

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

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

## ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Procurement 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 act (30 ILCS 500). This information shall be completed for bids in excess of \$25,000, a	come part of the publicly available of	
DISCLOSURE OF OTHER O	CONTRACTS AND PROCUREMEN	NT RELATED INFORMATION
1. Identifying Other Contracts & Procure has any pending contracts (including leases any other State of Illinois agency: Yes _ If "No" is checked, the bidder only needs to	s), bids, proposals, or other ongoing No	g procurement relationship with
2. If "Yes" is checked. Identify each such information such as bid or project number (a INSTRUCTIONS:		
THE FOL	LOWING STATEMENT MUST BE	CHECKED
	Signature of Authorized Representative	Date

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

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

#### CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



**PART I. IDENTIFICATION** 

Contract No. 63665 LAKE County Section 10-F3000-00-BT Project TE-00D1(842) Route FAP 541 (Grand Avenue) District 1 Construction Funds

Dept. Human Rights	s #						_ Dur	ration (	of Proj	ect: _								
Name of Bidder:																		
PART II. WORKFO A. The undersigned which this contract wo projection including a	bidder hark is to be	as analyz e perform	ed mir ed, an	d for the	ne locati	ions fror	n whic	h the b	idder re	cruits	employe	es, and h	ereb	y subm	its the foll	owir con	ng workfo	) prce
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	ct						С	URRENT	- EM	PLOYER	S
				MING	ORITY I	EMPLO'	YEES			TR	AINEES				TO BE		IGNED RACT	
JOB	_	TAL		1014		A N II O	*OTI		APPI		_	HE JOB	Ī	_	TAL		MINC	
CATEGORIES	M	OYEES F	M	ACK F	HISP.	ANIC	MIN(	OR. F	TIC M	F	M	INEES F	-	M	OYEES F		M	OYEES F
OFFICIALS (MANAGERS)	IVI	'	IVI		IVI	'	IVI	'	IVI	1	IVI	'	-	IVI	ı		IVI	
SUPERVISORS																		
FOREMEN													-					
CLERICAL																		
EQUIPMENT OPERATORS													-					
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS													-					
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED													-					
TOTAL																		
		BLE C							1			FOF	R DF	PARTM	ENT USE	ON	ΙΥ	
EMPLOYEES		aining Pro	ojectio T	n for C	ontract		*OT	HER	-									
IN		OYEES	BL	ACK	HISP	ANIC	_	IOR.										
TRAINING	M	F	M	F	M	F	M	F	1									
APPRENTICES																		
ON THE JOB									1									

Note: See instructions on page 2

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

BC 1256 (Rev. 12/11/08)

Contract No. 63665 LAKE County Section 10-F3000-00-BT Project TE-00D1(842) Route FAP 541 (Grand Avenue) District 1 Construction Funds

#### PART II. WORKFORCE PROJECTION - continued

В.		led in "Total Employees" under Table A is the tota the undersigned bidder is awarded this contract.	I number of <b>new hires</b> that would	be employed in the
	The u	ndersigned bidder projects that: (number)		new hires would be
	recrui	ndersigned bidder projects that: (number)ted from the area in which the contract project is lo	ocated; and/or (number)	
	offico	or base of operation is located.	d be recruited from the area in whi	ich the bidder's principal
		·		
C.		led in "Total Employees" under Table A is a projection of numbers of signed bidder as well as a projection of numbers of		
	The u	ndersigned bidder estimates that (number)		persons will
	be dir	ectly employed by the prime contractor and that (royed by subcontractors.	number)	persons will be
PART	II. AFF	FIRMATIVE ACTION PLAN		
A.	utiliza in any comm (geare utiliza	ndersigned bidder understands and agrees that in tion projection included under <b>PART II</b> is determined to category, and in the event that the undersigned to the completion stages of the contract) where tion are corrected. Such Affirmative Action Plan vepartment of Human Rights.	ned to be an underutilization of mined to be an underutilization of mined bidder is awarded this contract Affirmative Action Plan including a by deficiencies in minority and/or	nority persons or women t, he/she will, prior to a specific timetable female employee
B.	subm	ndersigned bidder understands and agrees that the itted herein, and the goals and timetable included part of the contract specifications.		
Comp	any		Telephone Number	
Addre				
- Tudio				
		NOTICE REGARDIN	IG SIGNATURE	
		signature on the Proposal Signature Sheet will constitued only if revisions are required.	ite the signing of this form. The follo	wing signature block needs
Signat	ure: 🗌		Title:	
Instruct	ons:	All tables must include subcontractor personnel in addition to	prime contractor personnel.	
Table A	-	Include both the number of employees that would be hired (Table B) that will be allocated to contract work, and include should include all employees including all minorities, apprent	e all apprentices and on-the-job trainees.	The "Total Employees" column
Table B	-	Include all employees currently employed that will be allocat currently employed.	ed to the contract work including any appr	rentices and on-the-job trainees
Table C	-	Indicate the racial breakdown of the total apprentices and on	ı-the-job trainees shown in Table A.	

#### ADDITIONAL FEDERAL REQUIREMENTS

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

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:</u>

1.	Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES NO
2.	If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES NO

#### **RETURN WITH BID**

Contract No. 63665 LAKE County Section 10-F3000-00-BT Project TE-00D1(842) Route FAP 541 (Grand Avenue) District 1 Construction Funds

#### PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
	Ву	
(IF A CO-PARTNERSHIP)		
		Name and Address of All Members of the Firm:
	Corporate Name	
	Ву	
(IF A CORPORATION)		Signature of Authorized Representative
,		Typed or printed name and title of Authorized Representative
		7,4000.
	Attest	Cignoture
(IF A JOINT VENTURE, USE THIS SECTION	Duning a Addus a	Signature
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
(IF A JOINT VENTURE)	, and the second	Signature of Authorized Representative
		To advantable and the state of December 1
		Typed or printed name and title of Authorized Representative
	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture,	places attach an addit	ional aignatura about

# Illinois Department of Transportation

#### **Return with Bid**

## Division of Highways Proposal Bid Bond

(Effective November 1, 1992)

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



#### **DBE Utilization Plan**

#### (1) Policy

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

#### (2) Obligation

Date

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

(3) Pro	ject and Bid Identification			
Comple	te the following information concerning the project and bid:			
Route		Total Bid		<u> </u>
Section		Contract DBE Goal		
Project			(Percent)	(Dollar Amount)
County				
Letting I	Date			
Contrac	t No.			
Letting I	tem No.			
(4) Ass	surance			
	in my capacity as an officer of the undersigned bidder (or biddemy company: (check one)  Meets or exceeds contract award goals and has provided doctorised by the Special Provision evidencing availability and use of each business participation in this plan and assuring the work of the contract.  Failed to meet contract award goals and has included good fair provided participation as follows:  Disadvantaged Business Participation percent  The contract goals should be accordingly modified or waived. support of this request including good faith effort. Also attache required by the Special Provision evidencing availability and us business will perform a commercially useful function in the wor	umented participation as for 2025, required by the Speciate each business will perform the effort documentation to not attached is all information of are the signed participation of the contract.	al Provision events a commercian a commercian neet the goals arequired by the ion statements pating in this plants.	idencing availability and lly useful function in the and that my company has  Special Provision in forms SBE 2025, an and assuring that each
Ву	Company	The "as read" Low Bidder is red		•
-		Submit only one utilization plar submitted in accordance with the		
Title		Bureau of Small Business Ente 2300 South Dirksen Parkway	rprises	Local Let Projects Submit forms to the

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

Springfield, Illinois 62764

Local Agency

(V)	Illinois Department of Transportation	D	BE Participatio	on Statement		
Subcontract	or Registration	Le	etting			
Participation	n Statement	Ite	em No.			
(1) Instructions Contract						
This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shabe submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.						
(2) Work						
Pay Item No.	Description	Quantity	Unit Price	Total		
			Total			
	(3) Partial Payment Items For any of the above items which are partial pay items, specifically describe the work and subcontract dollar					
(4) Commitment The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.						
	Signature for Prime Contractor	Sigr	ature for DBE Firm			
Title	Title	)				
Б.	Date	_				
Contact		·				

Phone

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

Firm Name \_\_\_\_\_

City/State/Zip

Phone

Address \_\_

E \_\_\_\_\_

WC

Firm Name \_\_\_\_\_\_Address \_\_\_\_\_

City/State/Zip

## PROPOSAL ENVELOPE



# **PROPOSALS**

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

Item No.	Item No.	Item No.

#### Submitted By:

lame:	
address:	
Phone No.	

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

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

#### **NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

#### **NOTICE**

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

Contract No. 63665 LAKE County Section 10-F3000-00-BT Project TE-00D1(842) Route FAP 541 (Grand Avenue) District 1 Construction Funds



### **SUBCONTRACTOR DOCUMENTATION**

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement 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 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 Chief Procurement Officer within 20 calendar days after execution of the subcontract.

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

## STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, 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 chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement 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 chief procurement officer 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 Illinois Procurement 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 Procurement 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 chief procurement officer 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 Illinois Procurement 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 Procurement 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 chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

#### C. Debt Delinquency

1. The Illinois Procurement 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 Procurement 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 chief procurement officer 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 Illinois Procurement 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 Procurement 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 chief procurement officer 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 Procurement 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 chief procurement officer may declare the contract void if this certification is false.

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

 Name of Subcontracting Company	
 Authorized Officer	Date

#### SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

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

The chief procurement officer 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 Procurement Code. Furthermore, the chief procurement officer may void the contract or subcontract.

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

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

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

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

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

2. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies.

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

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

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES NO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES NO
	(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
4.	Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per subcontract</u> even if a specific individual would require a yes answer to more than one question.)
	answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in the

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

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

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

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

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, 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 SUBCONTRACTOR (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor. (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

NAME:			
ADDRESS			
Type of own	ership/distributable income share	e:	
stock	sole proprietorship	Partnership	other: (explain on separate sheet

- 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.

- 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.

<ul><li>3. If you are currently appointed to or employed by any agency of the salary exceeds 60% of the annual salary of the Governor, are you (i) more than 7 1/2% of the total distributable income of your fire corporation, or (ii) an amount in excess of 100% of the annual sala</li></ul>	entitled to receive m, partnership, association or
4. If you are currently appointed to or employed by any agency of the salary exceeds 60% of the annual salary of the Governor, are you or minor children entitled to receive (i) more than 15% in the age income of your firm, partnership, association or corporation, or (ii) the salary of the Governor?	and your spouse gregate of the total distributable
(b) State employment of spouse, father, mother, son, or daughter, including in the previous 2 years.	contractual employment services YesNo
If your answer is yes, please answer each of the following questions.	1esINO
<ol> <li>Is your spouse or any minor children currently an officer or employed Board or the Illinois State Toll Highway Authority?</li> </ol>	ee of the Capitol Development YesNo
2. Is your spouse or any minor children currently appointed to or emp of Illinois? If your spouse or minor children is/are currently a agency of the State of Illinois, and his/her annual salary exce annual salary of the Governor, provide the name of your spouse an of the State agency for which he/she is employed and his/her annu	ppointed to or employed by any eds 60% of the d/or minor children, the name
3. If your spouse or any minor children is/are currently appointed to of State of Illinois, and his/her annual salary exceeds 60% of the annual salary exceeds 60% of the annual salary of the total distributed firm, partnership, association or corporation, or (ii) an amount annual salary of the Governor?	ual salary of the Governor, able income of your
4. If your spouse or any minor children are currently appointed to or State of Illinois, and his/her annual salary exceeds 60% of the annuare you and your spouse or minor children entitled to receive (i) aggregate of the total distributable income of your firm, partnershi (ii) an amount in excess of two times the salary of the Governor?	nal salary of the Governor, more than 15 % in the ip, association or corporation, or
	YesNo
(c) Elective status; the holding of elective office of the State of Illinois, the gov unit of local government authorized by the Constitution of the State of Illinois currently or in the previous 3 years.	
(d) Relationship to anyone holding elective office currently or in the previous 2 son, or daughter.	2 years; spouse, father, mother, YesNo
(e) Appointive office; the holding of any appointive government office of the S America, or any unit of local government authorized by the Constitution of of the State of Illinois, which office entitles the holder to compensation in a the discharge of that office currently or in the previous 3 years.	the State of Illinois or the statutes
(f) Relationship to anyone holding appointive office currently or in the previous son, or daughter.	s 2 years; spouse, father, mother, YesNo
(g) Employment, currently or in the previous 3 years, as or by any registered I	obbyist of the State government. YesNo

(h)	Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mot son, or daughter.  YesNo	her,
(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 politication committee registered with either the Secretary of State or the Federal Board of Elections.  YesNo	
(j)	Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in last 2 years by any registered election or re-election committee registered with the Secretary of State of county clerk of the State of Illinois, or any political action committee registered with either the Secretar State or the Federal Board of Elections.  YesNo	any
Di Se en su	Communication Disclosure.  close the name and address of each lobbyist and other agent of the bidder or offeror who is not identified to a communication of this form, who is has communicated, is communicating, or may communicate with any State of ployee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly uplemented for accuracy throughout the process and throughout the term of the contract. If no person is notified, enter "None" on the line below:  Name and address of person(s):	fficer or

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

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION

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

Subcontractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
ILCS 500). This information shall become	part of the publicly available contra 0 or more, from subcontractors	on 50-35 of the Illinois Procurement Act (30 act file. This Form B must be completed for identified in Section 20-120 of the Illinois
DISCLOSURE OF OTHER CONTRA	CTS, SUBCONTRACTS, AND PRO	OCUREMENT RELATED INFORMATION
1. Identifying Other Contracts & Procure any pending contracts, subcontracts, includ any other State of Illinois agency: Ye If "No" is checked, the subcontractor only	ing leases, bids, proposals, or othe sNo	r ongoing procurement relationship with
2. If "Yes" is checked. Identify each such information such as bid or project number (a INSTRUCTIONS:		
THE FOLLO	WING STATEMENT MUST BE CH	ECKED
<u> </u>	Signature of Authorized Officer	Date

# Illinois Department of Transportation

#### **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., March 9, 2012. 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. 63665 LAKE County Section 10-F3000-00-BT Project TE-00D1(842) Route FAP 541 (Grand Avenue) District 1 Construction Funds

This project consists of the construction of a pedestrian underpass under Grand Avenue to connect the existing Millennium Trail. Project is located 0.80 miles north west of the Grand Avenue and U.S. Highway 45 intersection in Lake Villa Township, Lake County.

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

By Order of the Illinois Department of Transportation

Ann L. Schneider, Secretary

#### CONTRACT 63665

# INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2012

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

#### SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

## CHECK SHEET RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2012

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

CHE	~ K C	SHEET#	AGE NO.
1		Additional State Requirements For Federal-Aid Construction Contracts	AGE NO.
1	Χ		1
_	v	(Eff. 2-1-69) (Rev. 1-1-10)	
2	X	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	
3	Χ	EEO (Eff. 7-21-78) (Rev. 11-18-80)	5
4		Specific Equal Employment Opportunity Responsibilities	45
		Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	15
5		Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-12)	20
6		Asbestos Bearing Pad Removal (Eff. 11-1-03)	25
7		Asbestos Waterproofing Membrane and Hot-Mix Asphalt	
		Surface Removal (Eff. 6-1-89) (Rev. 1-1-09)	26
8		Haul Road Stream Crossings, Other Temporary Stream Crossings, and	
		In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	27
9		Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	28
10	Χ	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	31
11		Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	34
12		Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	36
13		Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09)	40
14		Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	42
15		PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	43
16		Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	45
17		Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	46
18		PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	
19		Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	
20		Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12)	50
21		Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	54
22		Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	56
23		Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	58
24		Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	
25		Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	
26	. 4	English Substitution of Metric Bolts (Eff. 7-1-96)	
27	11	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	63
28		Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)	
29	. •	Portland Cement Concrete inlay or Overlay for Pavements (Eff. 11-1-08) (Rev.1-1-12)	65
30		Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-11)	
31		Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-11)	
3 i		Quality Control Quality Assurance of Confeder Mixtures (Lif. 4-1-92) (Nev. 1-1-11)	10

## CHECK SHEET LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2012

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

#### LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS CHECK SHEET # Reserved 89 LRS 1 LRS 2 LRS 3 $\boxtimes$ LRS 4 LRS 5 LRS 6 LRS 7 Reserved. ...... 106 LRS 8 LRS 9 LRS 10 LRS 11 | | | LRS 12 □ LRS 13 □ LRS 14 □ LRS 15 □

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LR # LR SD 12 LR SD 13 LR SD406	<u>Pg#</u>		Special Provision Title Slab Movement Detection Device Required Cold Milled Surface Texture Safety Edge	Effective Nov. 11, 1984 Nov. 1, 1987 April 1, 2011	<u>Revised</u> Jan. 1, 2007 Jan. 1, 2007
LR 105	121	$\boxtimes$	Cooperation with Utilities	Jan. 1, 1999	Jan. 1, 2007
LR 107-2			Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-4	124		Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 108			Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 109			Equipment Rental Rates	Jan. 1, 2012	
LR 212			Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1			Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		Ш	Bituminous Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1			Bituminous Treated Earth Surface	Jan. 1, 2007	Jan. 1, 2008
LR 400-2			Bituminous Surface Plant Mix (Class B)	Jan. 1, 2008	
LR 402			Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2		Ш	Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406			Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		Ш	PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		Ш	Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451			Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1			Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2			Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542			Pipe Culverts, Type (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663			Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702			Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004			Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1030			Growth Curve	Mar. 1, 2008	Jan. 1, 2010
LR 1032-1			Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1032-2		Ш	Multigrade Cold Mix Asphalt	Jan. 1, 2007	Feb. 1, 2007
LR 1102	•	Ш	Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

## BDE SPECIAL PROVISIONS For the January 20 and March 9, 2012 Lettings

The following special provisions indicated by an "x" are applicable to this contract. An \* indicates a new or revised special provision for the letting.

File Name	<u>Pg #</u>		Special Provision Title	Effectiv	/e	Revised
* 80240			Above Grade Inlet Protection			Jan. 1, 2012
80099			Accessible Pedestrian Signals (APS)	April 1		Jan. 1, 2007
* 80275	125	X	Agreement to Plan Quantity			
80192			Automated Flagger Assistance Device	Jan. 1		
* 80173			Bituminous Materials Cost Adjustments			Jan: 1, 2012
80241			Bridge Demolition Debris	July 1	, 2009	
* 80276			Bridge Relief Joint Sealer (NOTE: This special provision was	Jan. 1	, 2012	
5000			previously named "Goncrete Joint Sealer")  Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1	1000	April 1, 2010
5026l			Building Removal-Case I (Non-Friable Asbestos)	Sept. 1		April 1, 2010 April 1, 2010
5048l 5049l			Building Removal-Case II (Friable Asbestos)	Sept. 1		April 1, 2010
50491 50531			Building Removal-Case IV (No Asbestos)	Sept. 1		April 1, 2010
80198			Completion Date (via calendar days)	April 1		7.15.17 1, 20.10
80199			Completion Date (via calendar days) Plus Working Days	April 1		
* 80277			Concrete Mix Design-Department Provided		2012	
80261	126	Х	Construction Air Quality – Diesel Retrofit	June 1		***************************************
* 80237	129	X	Construction Air Quality - Diesel Vehicle Emissions Control	April 1	2009	Jan. 2, 2012
80239	131	Х	Construction Air Quality – Idling Restrictions	April 1		
80177			Digital Terrain Modeling for Earthwork Calculations	April 1		
80029	133	X	Disadvantaged Business Enterprise Participation	Sept. 1		Aug. 2, 2011
* 80272			Drainage and Inlet Protection Under Traffic		, 2011	Jan. 1, 2012
80228			Flagger at Side Roads and Entrances	April 1		
80265	143	<u> </u>	Friction Aggregate	Jan. 1	•	total 0000
80229			Fuel Cost Adjustment	April 1		July 1, 2009
80169	4.47		High Tension Cable Median Barrier		, 2007	April 1, 2009
80246	147	X	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Nov. 1	, 2010 2003	Jan. 1, 2012
* 80109 * 80110	148	Х	Impact Attenuators Impact Attenuators, Temporary	Nov. 1		Jan. 1, 2012
80045			Material Transfer Device	June 15	, 1999 <sup>-</sup>	Jan. 1, 2009
* 80203	150	Х	Metal Hardware Cast into Concrete	April 1		Jan. 1, 2012
80165			Moisture Cured Urethane Paint System		, 2006 ·	Jan. 1, 2010
* 80253	la de la		Movable Traffic Barrier			Jan. 1, 2012
80231	151	<u>X</u>	Pavement Marking Removal		, 2009	4
80254		L.	Pavement Patching		, 2010	1- 4 0000
80022	152	X	Payments to Subcontractors	June 1		Jan. 1, 2006
* 80278	454		Planting Woody Plants		2012	100
* 80279	154	X	Portland Cement Concrete Portland Cement Concrete Sidewalk		2012 2012	
* 80 <u>280</u> 80218			Preventive Maintenance – Bituminous Surface Treatment		, 2009	April 1, 2009
80219		-	Preventive Maintenance – Cape Seal		, 2009	Aug. 1, 2011
80220		<u> </u>	Preventive Maintenance - Supe Octain  Preventive Maintenance - Micro-Surfacing		, 2009	Aug. 1, 2011
80220			Preventive Maintenance – Slurry Seal		, 2009	7 tag. 1, 2011
* 80281	194	X				and acting their
34261			Railroad Protective Liability Insurance		, 1986	Jan. 1, 2006
80157	•		Railroad Protective Liability Insurance (5 and 10)		, 2006	
* 80172			Reclaimed Asphalt Pavement (RAP)		2007	Jan. 1, 2012.
* 80282			Reclaimed Asphalt Shingles (RAS)		2012	
* 80283			Removal and Disposal of Regulated Substances	Jan. 1	2012	,
* 80224			Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1	, 2009	Jan. 1, 2012
80271	ne de la constitución de la cons		Safety Edge		, 2011	
* 80152			Self-Consolidating Concrete for Cast-in-Place Construction		, 2005	Jan. 1, 2012
* 80132	207	X	Self-Consolidating Concrete for Precast Products	July 1	, 2004	Jan: 1, 2012
		_				

File Name	Pg#		Special Provision Title	<u>Effective</u>	Revised
* 80284			Shoulder Rumble Strips	Jan. 1, 2012	and the
* 80285			Sidewalk, Corner or Crosswalk Closure	Jan. 1, 2012	
80127	209	X	Steel Cost Adjustment	April 2, 2004	April 1, 2009
* 80255			Stone Matrix Asphalt	Jan. 1, 2010	Jan. 1, 2012
80143	213	Χ	Subcontractor Mobilization Payments	April 2, 2005	April 1, 2011
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
* 80286	214	Х	Temporary Erosion and Sediment Control	Jan 1, 2012	
80225			Temporary Raised Pavement Marker	Jan. 1, 2009	
* 80256			Temporary Water Filled Barrier	Jan 1, 2010	Jan. 1, 2012
* 80287	A POST		Type G Inlet Box	Jan. 1, 2012	
80273	215	X	Traffic Control Deficiency Deduction	Aug. 1, 2011	
20338	216	X	Training Special Provisions	Oct. 15, 1975	
* 80270			Utility Coordination and Conflicts	April 1, 2011	Jan. 1, 2012
* 80288	219	Х	Warm Mix Asphalt	Jan. 1, 2012	
* 80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	100 m Grand
80071	224	X	Working Days	Jan. 1, 2002	

The following special provisions are either in the 2012 Standard Specification, the 2012 Recurring Special Provisions, or the special provision Portland Cement Concrete:

File Name	Special Provision Title		New Location	<b>Effective</b>	Revised
80186	Alkali-Silica Reaction for Cast-in-Place Concrete	٠.	The special provision	Aug. 1, 2007	Jan.1, 2009
			Portland Cement Concrete		
80213	Alkali-Silica Reaction for Precast and Precast		The special provision	Jan. 1, 2009	
	Prestressed Concrete		Portland Cement Concrete		1274 41 2212
80207	Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas		Article 107.22	Nov. 1, 2008	Nov., 1, 2010
80166	Cement		Section 1001	Jan. 1, 2007	April 1, 2011
80260	Certification of Metal Fabricator		Article 106.08	July 1, 2010	
80094	Concrete Admixtures		Section 1021 and the special	Jan. 1, 2003	April 1, 2009
			provision Portland Cement		
			Concrete		
80226	Concrete Mix Designs		The special provision	April 1, 2009	
			Portland Cement Concrete		
80227	Determination of Thickness		Articles 353.12, 353.13,	April 1, 2009	
•			353.14, 354.09, 355.09		
			356.07, 407.10, 482.06 and 483.07	•	
80179	Engineer's Field Office Type A		Articles 670.02 and 670.07	April 1, 2007	Jan. 1, 2011
80205	Engineer's Field Office Type B	: :	Articles 670.04 and 670.07	Aug. 1, 2008	Jan. 1, 2011
80189	Equipment Rental Rates		Articles 105.07 and 109.04	Aug. 2, 2007	Jan. 2, 2008
80249	Frames and Grates	·	Articles 609.02 and 609.04	Jan. 1, 2010	
80194	HMA - Hauling on Partially Completed Full-Depth		Article 407.08	Jan. 1, 2008	
00.0.	Pavement	1.			
80245	Hot-Mix Asphalt - Anti-Stripping Additive		Article 1030.04	Nov.1, 2009	
80250	Hot-Mix Asphalt - Drop-Offs		Article 701.07	Jan. 1, 2010	
80259	Hot-Mix Asphalt - Fine Aggregate	1.5	Articles 1003.01 and 1003.03	April 1, 2010	
,					

80252 Improved Subgrade Articles 302.04, 302.07 302.08, 302.10, 302.11 310.04, 310.08, 310.10 310.11 and 311.05  80266 Lane Closure, Multilane, Intermittent or Moving Operation, for Speeds ≤40 MPH  80230 Liquidated Damages Article 108.09 April 1, 2009 April 1, 2011 80262 Mulch and Erosion Control Blankets Articles 251.03, 251.04, April 1, 2009 April 1, 2011 April 2, 2011 April	File Name	Special Provision Title	New Location	<u>Effective</u>	Revised
302.08, 302.10, 302.11 310.04, 310.08, 310.10 310.11 and 311.05  80266 Lane Closure, Multilane, Intermittent or Moving Operation, for Speeds					. ,
80266 Lane Closure, Multilane, Intermittent or Moving Operation, for Speeds	00202	Improvou oubgroup			
80266 Lane Closure, Multilane, Intermittent or Moving Operation, for Speeds					
80266 Lane Closure, Multilane, Intermittent or Moving Operation, for Speeds					
Operation, for Speeds					
Operation, for Speeds	80266	Lane Closure, Multilane, Intermittent or Moving	Article 701.19	Jan.1, 2011	Jan. 2, 2011
Social Content   Part	00200			,	
April   1, 2009   April   1, 2011					
Nov. 1	80230		Article 108.09	April 1, 2009	April 1, 2011
Mulch and Erosion Control Blankets		Long-Span Guardrail over Culvert	Articles 630.07 and 630.08		•
Solid   National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction Nighttime Work Zone Lighting   Section 702   Nov. 1, 2008   April 1, 2009   April 1, 2010   April 1, 2009   April 1, 2010   April 2, 2010   Apri		Mulch and Frosion Control Blankets			April 1, 2011
National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction Nighttime Work Zone Lighting Pipe Culverts	00202	Majori and Erosion Common Statistics		,	• •
Erosion and Sediment Control Deficiency Deduction   Social Registry   Section 702   Nov., 1, 2008   Royard Zone Lighting   Section 702   April 1, 2009   April 1, 2010   April 1, 2009   April 1, 2010   April 1, 2011   Apr	80180	National Pollutant Discharge Flimination System /		April 1, 2007	Nov. 1, 2009
Nov.   Nighttime Work Zone Lighting   Section 702   Article 542.03, 542.04,   April 1, 2009   April 1, 2010	00100	Frosion and Sediment Control Deficiency Deduction	,,		
Article 542.03, 542.04,   April 1, 2009   April 1, 2010	80208		Section 702	Nov1, 2008	
Section 254 and Article   Jan. 1, 2011					April 1, 2010
Bo263   Planting Perennial Plants   Section 254 and Article   1081.02	00202	Tipe outverte		, .p,	
1081.02   Nov. 1, 2008   Recurring CS #29   Nov. 1, 2008   Nov. 1, 2008   Nov. 1, 2009   Nov. 1, 2007   Nov. 1, 2009   Nov.	80263	Planting Perennial Plants		Jan. 1, 2011	·
80210       Portland Cement Concrete Inlay or Overlay       Recurring CS #29       Nov. 1, 2008         80217       Post Clips for Extruded Aluminum Signs       Article 1090.03       Jan. 1, 2009         80268       Post Mounting of Signs       Article 701.14       Jan. 1, 2011         80171       Precast Handling Holes       Articles 540.02, 540.06, 540.06, 542.02, 542.04, 550.02, 550.06, 602.07 and 1042.16       Jan. 1, 2007         80015       Public Convenience and Safety       Article 107.09       Jan. 1, 2000         80247       Raised Reflective Pavement Markers       Article 781.03       Nov. 1, 2009       April 1, 2010         80131       Seeding       Articles 250.07 and 1081.04       July 1, 2004       July 1, 2004       July 1, 2010         80264       Selection of Labor       Recurring CS #5       July 2, 2010       April 1, 2010         80234       Storm Sewers       Article 550.02, 550.03, 550.03, 550.03, 650.07, 550.08 and 1040.04       April 1, 2009       April 1, 2010         80087       Temporary Erosion Control       Articles 280.02, 280.03 Nov.1, 2002       Jan. 1, 2011         80257       Traffic Barrier Terminal, Type 6       Article 631.07       Jan. 1, 2010         80269       Traffic Control Surveillance       Article 701.10       Jan. 1, 2011	00200	Training Foreithar Flants		.,	
Ro217   Post Clips for Extruded Aluminum Signs   Article 1090.03   Jan. 1, 2009   Jan. 1, 2011	80210	Portland Cement Concrete Inlay or Overlay		Nov. 1, 2008	
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1042.16     1042.16       2000	•				
80015       Public Convenience and Safety       Article 107.09       Jan. 1, 2000         80247       Raised Reflective Pavement Markers       Article 781.03       Nov. 1, 2009       April 1, 2010         80131       Seeding       Articles 250.07 and 1081.04       July 1, 2004       July 1, 2010         80264       Selection of Labor       Recurring CS #5       July 2, 2010         80234       Storm Sewers       Article 550.02, 550.03, 550.03, 650.07, 550.08 and 1040.04       April 1, 2009       April 1, 2010         80087       Temporary Erosion Control       Articles 280.02, 280.03 and 1081.15       Nov.1, 2002       Jan. 1, 2011         80257       Traffic Barrier Terminal, Type 6 and Traffic Control Surveillance       Article 631.07 Article 701.10       Jan. 1, 2010	•				
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The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

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

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

# GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET Effective as of the: January 20, 2012 Letting

<u>Pg</u> #	1	<u>File Name</u>	<u>Title</u>	<u>Effective</u>	Revised
		GBSP4	Polymer Modified Portland Cement Mortar	June 7, 1994	Oct. 15, 2011
		GBSP11	Permanent Steel Sheet Piling	Dec 15, 1993	Jan 1, 2007
		GBSP12	Drainage System	June 10, 1994	Jan 1, 2007
		GBSP13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Oct. 15, 2011
		GBSP14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
		GBSP15	Three Sided Precast Concrete Structure	July 12, 1994	Oct. 15, 2011
		GBSP16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007
		GBSP17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
		GBSP18	Modular Expansion Joint	May 19, 1994	Jan 1, 2007
		GBSP21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	May 18, 2011
		GBSP25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	May 18, 2011
		GBSP26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	April 30, 2010
		GBSP28	Deck Slab Repair	May 15, 1995	Oct. 15, 2011
		GBSP29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	Jan 18, 2011
		GBSP30	Bridge Deck Latex Concrete Overlay	May 15, 1995	Jan 18, 2011
		GBSP31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	Jan 18, 2011
225	Χ	GBSP32	Temporary Sheet Piling	Sept 2, 1994	Jan 1, 2007
		GBSP33	Pedestrian Truss Superstructure	Jan 13, 1998	Oct. 15, 2011
		GBSP34	Concrete Wearing Surface	June 23, 1994	Oct. 15, 2011
		GBSP35	Silicone Bridge Joint Sealer	Aug 1, 1995	Oct. 15, 2011
		GBSP38	Mechanically Stabilized Earth Retaining Walls	Feb 3, 1999	Oct. 15, 2011
227	Х	GBSP42	Drilled Soldier Pile Retaining Wall	Sept 20, 2001	Oct. 15, 2011
		GBSP43	Driven Soldier Pile Retaining Wall	Nov 13, 2002	Oct. 15, 2011
		GBSP44	Temporary Soil Retention System	Dec 30, 2002	May 11, 2009
		GBSP45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Jan 1, 2007
		GBSP46	Geotextile Retaining Walls	Sept 19, 2003	Oct 9, 2009
		GBSP47	High Performance Concrete Structures	Aug 5, 2002	Jan 1, 2007
233	X	GBSP51	Pipe Underdrain for Structures	May 17, 2000	Jan 22, 2010
		GBSP52	Porous Granular Embankment (Special)	Sept 28, 2005	Nov 14, 2008
		GBSP53	Structural Repair of Concrete	Mar 15, 2006	Oct. 15, 2011
		GBSP55	Erection of Curved Steel Structures	June 1, 2007	
		GBSP56	Setting Piles in Rock	Nov 14, 1996	Jan 1, 2007
		GBSP57	Temporary Mechanically Stabilized Earth Retaining Walls	Jan 6, 2003	Oct 4, 2010
		GBSP59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	July 9, 2008
		GBSP60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Mar 6, 2009
		GBSP61	Slipform Parapet	June 1, 2007	Oct. 15, 2011
		GBSP62	Concrete Deck Beams	June 13, 2008	Oct 9, 2009
	L.	GBSP64	Segmental Concrete Block Wall	Jan 7, 1999	Oct 4, 2010
		GBSP65	Precast Modular Retaining Walls	Mar 19, 2001	Oct. 15, 2011
		GBSP66	Wave Equation Analysis of Piles	Nov 14, 2008	
		GBSP67	Structural Assessment Reports for Contractor's Means and Methods	Mar 6, 2009	
		GBSP70	Braced Excavation	Aug 9, 1995	May 18, 2011
		GBSP71	Aggregate Column Ground Improvement	Jan 15, 2009	Oct. 15, 2011

	GBSP72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	Oct. 15, 2011
	GBSP73	Cofferdams	Oct. 15, 2011	
-				

LIST ANY ADI	DITIONAL SPECIAL PROVISIONS BELOW

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

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

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

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

# STATE OF ILLINOIS SPECIAL PROVISIONS

The following Special Provisions supplement the specifications listed in the table below, which apply to and govern the proposed improvement designated as FAP Route 0541 (Grand Avenue, Illinois Route 132) Millennium Trail Underpass, Section Number 10-F3000-00-BT, Project Number TE-00D1 (842), Job Number C-91-345-11in Lake County and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

SPECIFICATION	ADOPTED/DATED
Standard Specifications for Road and Bridge Construction	January 1, 2012
Manual on Uniform Traffic Control Devices for Streets and Highways Illinois Supplement	Latest Edition
Supplemental Specifications, Recurring Special Provisions, and BDE Special Provisions (indicated on sheets included herein)	Latest Edition
Standard Specifications for Water & Sewer main Construction in Illinois	Latest Edition
Manual of Test Procedures for Materials	Latest Edition

#### Contract No. 63665

#### LOCATION OF IMPROVEMENT

This improvement is located at Millennium Trail and Grand Avenue approximately 0.8 miles north west of the Grand Avenue and US Highway 45 intersection, in Section 12 of Lake Villa Township, Lake County, Illinois. The total gross and net length of improvement is 1,796.0 feet.

#### **DESCRIPTION OF IMPROVEMENT**

The proposed improvement consists of connecting the existing Millennium Trail multi-use path across Grand Avenue by constructing an underpass to cross Grand Avenue.

The work consists of a bike path underpass structure, earth excavation, storm sewers, drainage structures, HMA pavements, pavement marking, temporary traffic control, lighting, landscaping, erosion control, and reconstruction of existing roadway.

#### CONCRETE WASHOUT FACILITY

**Description:** The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumens, calcium chloride, or other harmful materials according to Article 107.23 of the "Standard Specifications".

Millennium Trail Underpass Lake County Forest Preserve District Section No. 10-F3000-00-BT Contract No. 63665

General: To prevent pollution by residual concrete and/or the byproduct of washing out the concrete trucks, concrete washout facilities shall be constructed and maintained on any project which includes cast-in-place concrete items. The concrete washout shall be constructed, maintained, and removed according to this special provision and LCDOT standard LC4202 included in these plans. Concrete washout facilities shall be required on all projects regardless of the need for NPDES permitting. On projects requiring NPDES permitting, concrete washout facilities shall also be addressed in the Storm Water Pollution Prevention Plan.

The concrete washout facility shall be constructed on the job site according to LC4202. The Contractor may elect to use a pre-fabricated portable concrete washout structure. The Contractor shall submit a plan for the concrete washout facility, to the Engineer for approval, a minimum of 10 calendar days before the first concrete pour. The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as water bodies, wetlands, and/or other areas indicated on the plans. Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete trucks.

The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once the 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate, or shall be removed and properly disposed of outside the right-of-way. The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.

Basis of Payment: The cost of all materials required and all labor necessary to comply with the above will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

#### **SURVEY CONTROL POINTS**

The Contractor shall furnish the Engineer with the materials required to establish survey control points according to Article 105.09 of the "Standard Specifications" and the following:

**Paint:** The Contractor shall furnish, at their expense, white, pink or purple pavement marking paint in aerosol cans, for use by the Engineer. The quality of the marking paint shall be as manufactured by Aervoe-Pacific Co. (distributed by Municipal Marking Distributors, Inc., Dundee, IL) or Engineer approved equal.

The Contractor and subcontractors shall only use white, pink or purple colors for their own markings. At no time will the Contractor use any of the J.U.L.I.E. utility colors listed in Article 107.31 of the "Standard Specifications".

**Hubs:** The Contractor shall furnish, at their expense, hubs for use by the Engineer according to the following:

- 1. Shall be 1 \%" x \%" x 18" (actual dimension).
- 2. Shall be furnished in securely banded (on each end) bundles of 25 pieces.
- 3. The material shall be kiln dried Douglas fir, oak or maple and surfaced on the 2 larger sides and without splits, pitch pockets, wane, knots or decayed wood.
- 4. The tapered end on each hub shall be pencil point tapered.

Lath: The Contractor shall furnish, at their expense, lath for use by the Engineer according to the following:

- 1. Shall be 1 1/8" x 1/2" x 48" (actual dimension).
- 2. Shall be furnished in securely banded (on each end) bundles of 50 pieces.
- 3. The material shall be kiln dried Douglas fir, oak or maple and surfaced on the 2 larger sides and without splits, pitch pockets, wane, knots or decayed wood.
- 4. The tapered end may be saw-cut tapered or pencil tapered.

The cost of this work shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

#### PUBLIC CONVENIENCE AND SAFETY

The Contractor shall limit public inconveniences safety conflicts according to Article 107.09 of the "Standard Specifications" and the following:

Keeping Roads Open to Traffic: All roads shall remain open to traffic unless otherwise shown on the contract plans. The Contractor may close one (through traffic) lane because of construction only between the hours of 9:00 AM and 3:00 PM. The Contractor shall maintain one-way traffic during these restricted hours on two lane highways with the use of signs and flaggers as shown on the Traffic Control Standard. All lanes of traffic will be maintained between 3:00 PM and 9:00 AM and when no construction activities are being carried out. The restricted lane closure time provision may be waived at the Resident Engineer's discretion.

The Contractor may conduct off-road operations that do not impact traffic outside of the restricted hours as shown on the Traffic Control Standards.

The restricted lane closure time may be adjusted by the Resident Engineer. The Contractor shall provide a start and end time and a procedure plan 48 hours prior to the lane(s) to

Millennium Trail Underpass Lake County Forest Preserve District Section No. 10-F3000-00-BT Contract No. 63665

be closed. The Resident Engineer will notify the Contractor 24 hours in advance with the decision.

If the Contractor fails to provide notification or disregards the decision by the Resident Engineer the Traffic Control Deficiency Charge will be applied as stated in the Special Provisions for Traffic Control and Protection.

**Safety and Convenience:** The Contractor shall maintain entrances along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. All delays or inconveniences caused by the Contractor, by complying with these requirements shall be considered as incidental to the contract and no additional compensation will be allowed.

Contractors shall plan their work so that there will be no open holes in the pavement and that all barricades will be removed from the roadway during non-working hours, except where required for public safety.

#### **PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall protect and restore property according to Article 107.12 of the "Standard Specifications" and the following:

Trees and Shrubs: Extra care shall be exercised when operating equipment around trees or shrubs. Injured branches or roots shall be pruned in a manner satisfactory to the Engineer and shall be painted where the cut was made. Roots exposed during excavating operations shall be neatly pruned and covered with topsoil. This work shall be done as soon as possible and shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

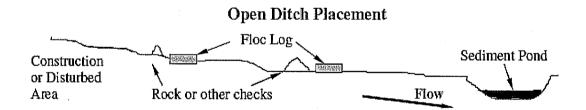
#### STORMWATER TREATMENT: DEWATERING/TREATMENT DITCHES

The Floc Logs are designed for use in flowing conditions for treating turbid water to remove suspended sediment. Stormwater Treatment Ditches are used to introduce site-specific polymers to turbid waters in such a manner to facilitate mixing and reaction between the polymer and the suspended particles. Collection of the flocculated particulate that forms will greatly reduce turbidity in stormwater.

A ditch is created, either by digging out the bed or building up the walls, and lined with plastic or geosynthetic fabric to prevent erosion. Floc Logs are secured along the ditch, allowing the water to mix with the site-specific polymer blend and begin reacting with the suspended sediment. Checks can be placed along the ditch, forcing the water to flow over and around them, to increase turbulence and mixing with the Floc Logs. The ditch is lined with jute or similar matting

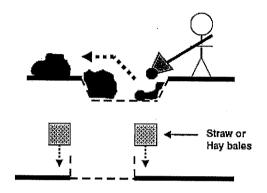
to provide surface area for the flocculated sediment to adhere to and help remove fine particulate from the water.

- i. This application can be used for dewatering applications, recirculation treatment, or continuous flow treatment systems.
- ii. Cover the exposed soil with jute matting and apply Silt Stop powder to prevent erosion. With highly erosive soils protection with geotextile or plastic sheeting may be necessary.
- iii. Ensure only turbid water is entering the ditch. The turbidity of the water flowing through the system should not exceed 4% solids. If the sediment load of the water is above this limit, a grit pit or settling tank may need to be installed to encourage primary settling before treatment.
- iv. Make sure that the logs are not resting in mud or buried by sediment; drive rebar or wooden "feet" into the logs to raise them slightly if needed.
- v. Logs should be placed in a series, one after another. The number of logs is determined by the flow rate of the water and the length of the mixing ditch is determined by the reaction time required for the polymer.
- vi. Particle collection can be accomplished using jute matting in the ditch, as outlined here, or by using another method of particle collection as outlined in the next section.



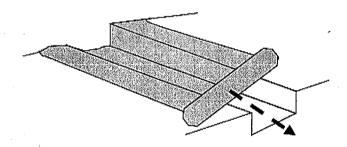
### Polymer Enhanced BMP Application Guide

## Step-by-Step Dewatering / Treatment Ditch



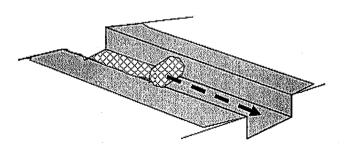
Step 1: Create ditch.

The ditch can be dug into the ground, or created by building up the walls.



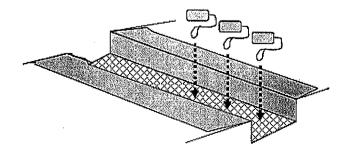
Step 2: Line with Plastic.

The plastic sheeting is used to prevent the water being treated from picking up sediment and causing erosion.



Step 3: Lay Jute Matting.

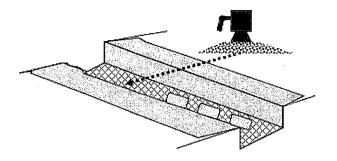
The jute matting provides a surface for the particulate formed during treatment to adhere onto.



Step 4: Place Floc Logs.

The Floc Logs are positioned in a line at the top of the ditch, allowing the water to flow over and around them.

### Polymer Enhanced BMP Application Guide

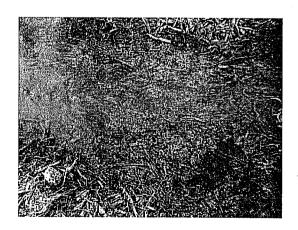


Step 5: Apply Silt Stop powder.

Sprinkling the correct sitespecific Silt Stop powder over the jute matting in the bottom portion of the ditch will assist in final water clarification.

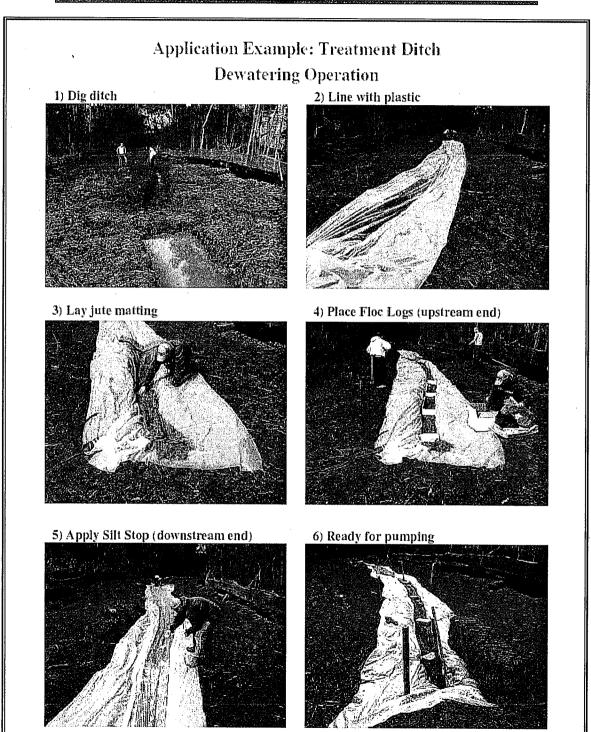


Here is the water being pumped into the treatment ditch. Note the light brown color and turbidity.



The clarified water as it is leaving the site can be discharged directly to riparian waters.

### Polymer Enhanced BMP Application Guide



## **AGGREGATE BICYCLE PATH**

**Description:** This work shall consist of the reconstructing and reshaping the existing aggregate trail connection points to provide smooth transitions to the proposed hot-mix asphalt path.

General: This work shall be done in accordance with Sections 301, 351 and 402 of the "Standard Specifications" except as modified herein.

#### Materials:

Aggregate Surface Course - FA 21, 3-Inch

Gravel screenings for trail construction shall be crushed aggregate material complying with IDOT Standard Specification Article 1003.01 gradation FA21. Screenings shall consist of 100% crushed material. Limestone screenings are not acceptable. Contractor shall submit samples of specified material to the Engineer for approval prior to delivery and placement. Furnished material shall be obtained from the following location:

Meyer Material Company Dyer Lake, Wisconsin Quarry 815-385-4920 Thelen Sand and Gravel Route 173 (North Pit) Antioch, Illinois Prime Bike Path Mix 847-395-3313

,or approved equal.

Aggregate Base Course - CA-6, 5-Inch

Aggregate materials for use in as aggregate base course shall be CA-6, grade 8 or 9, in conformance with IDOT Standard Specification Article 1004.01. The source of the material shall be approved by the Engineer prior to delivery. Samples of the proposed material shall be submitted to the Engineer prior to delivery and installation.

#### **Construction Requirements:**

The Aggregate Base Course and Surface Course shall be placed with a paver box or other method approved by the Lake County Forest Preserve District to ensure uniform width, depth, crown, and final surface smoothness. The paver box operator shall provide Engineer with sufficient evidence the he/she has the necessary experience to perform this type of work.

The Aggregate Base Course and Surface Course shall be compacted with a small roller, half the trail width at a time, to preserve the crown. Any portion of the proposed trail without a crown will not be accepted by the Engineer and the Contractor will be required to take whatever steps necessary to provide the required crown. All irregularities in the Base Course and Surface Course shall be smoothed out. Depressions shall be filled and the entire Aggregate Base Course or Surface Course shall be trimmed and finished uniformly.

Note: The Owner expects that a significant amount of handwork will be required to ensure a clean smooth horizontal trail edge and smooth transition is achieved between the edge of the trail or overspill of topsoil or surface material will not be tolerated. Any high areas in the earth edge which would entrap water adjacent to the trail edge shall be removed.

Method of Measurement: This work will be paid for at the contract unit price per square yard for AGGREGATE BICYCLE PATH.

## **DEWATERING STRUCTURE NO. 1**

**Description.** This work shall consist of any dewatering within the project limits as required for the duration of the project. Water shall be directed to a Dewatering Structure at a location approved by the Engineer. The Contractor may either pump or trench to the dewatering areas. It will be the responsibility of the Contractor to provide written documentation to the Engineer detailing the proposed dewatering method and the proposed sediment and erosion control measures to be implemented. The Contractor shall obtain the approval of the Engineer prior to implementing the proposed dewatering plan. The sediment and erosion control measures in regard to dewatering as approved by the Engineer shall be included in the contract unit price for DEWATERING STRUCTURE NO. 1.

Upon completion of the project or the removal of erosion and sediment control devices, the Contractor will be responsible for excavating all sediment that has been trapped in the Temporary Dewatering Area to the satisfaction of the Engineer.

Materials. The Dewatering Structure shall consist of a dewatering filter bag sized for the appropriate hose according to the manufacturer's specifications and recommendations. Filter bags shall be 8 ounce non-woven needle-punched geotextile with double stitched seams with a fabric that has an AOS of 70 US sieve and 100 gpm/sf water flow. Filter bags shall be ERO-TEX filter bags, or approved equal. Care shall be taken so the bags do not rupture due to high pumping rates or high sediment loads. A polymer log shall be placed inside the dewatering structure prior to the start of dewatering, and shall be replaced and paid for according to the special provision FLOCULLATION LOG.

Method of Measurement. DEWATERING STRUCTURE NO. 1 shall be measured for payment per each location and shall include any required dewatering for the duration of the project, including all labor, equipment, and materials required. Only one bag will be measured at each location. In the event that multiple bags are required at any given location, they will not be measured for separately, but will be included in the one-time measurement of the structure.

Basis of Payment. DEWATERING STRUCTURE NO. 1 will be paid for at the contract unit price per each.

# DRAINAGE STRUCTURES TO BE CLEANED; CLEANING DRAINAGE SYSTEM

**Description.** This work shall consist of cleaning drainage structures of all types and sizes as designated on the plans or as directed by the Engineer.

Materials. Equipment for cleaning pipe lines includes hoses, rodding machines, balls, hydraulic cleaners, root cutters, small clam shell buckets, steel porcupines, pumps, or other suitable and approved means. Water used for cleaning and flushing pipes shall be fresh and free of oils, acid, salt, alkali, organic matter, or any other deleterious substances. The Contractor shall provide all water for the cleaning operation.

Methods. The Contractor shall be responsible for the proper operation of the drainage system during the cleaning operations. The safe control of flows shall be accomplished by the Contractor such as to preclude an injury to persons or property due to flooding. The Contractor shall clean and flush those drain lines designated on the plans or as designated by the Engineer by use of pressure hoses, suction pumps, and/or any other methods required to perform this work. A suitable weir or dam shall be constructed in the nearest downstream manhole or catch basin in such a manner that debris material will be trapped. Under no circumstances shall such material be passed on from one section to the next.

Each manhole or catch basin shall be cleaned independently of other portions of the drainage system, and shall be cleaned to the satisfaction of the Engineer.

Method of Measurement. DRAINAGE STRUCTURES TO BE CLEANED will be measured per each for such drainages structures actually cleaned, regardless of type or size, in accordance with the plans and/or as directed by the Engineer. CLEANING DRAINAGE SYSTEM will be measured in linear feet from center-to-center of drainage structures for all pipe lines actually cleaned, regardless of the sizes of pipe, in accordance with the plans and/or as directed by the Engineer.

**Basis of Payment.** DRAINAGE STRUCTURES TO BE CLEANED will be paid for at the contract unit price per each for such drainages structures actually cleaned, regardless of type or size, in accordance with the plans and/or as directed by the Engineer. CLEANING DRAINAGE SYSTEM will be paid for at the contract unit price per foot for all pipe lines actually cleaned, regardless of the sizes of pipe, in accordance with the plans and/or as directed by the Engineer.

#### **DUST CONTROL WATERING**

**Description:** This work shall consist of applying a dust retardant to the project roadways at the request of the Engineer.

**General:** This work shall be done in accordance with Article 107.36 of the "Standard Specifications" except as modified herein.

Materials: The Contractor may use any dust retardant he so chooses as long as the specified dust retardant has been approved by the Engineer. Should the Contractor choose to use dust retardant to aid in the prosecution of his/her work, the product used must be approved by the Engineer. If applied at the discretion of the Contractor, no additional compensation shall be allowed.

The dust retardant shall consist of a non-toxic, non-hazardous, and non-flammable material.

Method of Measurement: For this pay item, one unit of DUST CONTROL WATERING is considered to be 1000 gallons of the approved dust retardant used. The Contractor shall ensure that any piece of equipment used for the applying of the dust retardant shall be equipped with a metering device to account for the quantity of dust retardant used. For each day that dust retardant is applied, the Contractor and the Engineer shall agree on the volume of dust retardant used.

Basis of Payment: This work shall be paid for at the contract unit price per unit for DUST CONTROL WATERING, which price shall include all labor, materials, and equipment necessary to perform the work herein.

## EROSION CONTROL BLANKET (SPECIAL)

**Description:** This work shall consist of furnishing and placing erosion control blanket over seeded areas.

Materials: The erosion control blanket shall meet the requirements of Article 1081.10 of the "Standard Specifications", except that:

Erosion control blanket shall be North American Green, S75BN, as manufactured by:

North American Green, Inc. 5401 St. Wendel-Cynthiana Road Poseyville, IN 47633

or approved equal.

General: The work shall be performed according to Section 251 of the "Standard Specifications".

Method of Measurement: This work will be measured for payment in place in square yards of actual area covered.

Basis of Payment: This work will be paid for at the contract unit price per square yard for EROSION CONTROL BLANKET (SPECIAL). The unit price shall include all equipment, materials and labor required to furnish and place the erosion control blanket.

## FLOCCULATION LOGS FLOCCULATION POWDER

Effective: January 1, 2007

**Description:** This work shall consist of furnishing and applying Flocculation Logs and/or Flocculation Powder on the project site to minimize soil erosion, bind soil particles, remove suspended particles, and act as a construction aide.

Materials: The polymer shall be a water soluble anionic polyacrylamide (PAM). PAMs are manufactured in various forms to be used on specific soil types. Using the wrong PAM may result in performance failures. All site specific soils shall be tested by a Certified Professional in Erosion and Sediment Control (CPESC) each time a PAM is used. The following measures shall be adhered to:

- a) Toxicity: All vendors and suppliers of PAM, PAM mix, or PAM blends, shall supply a written toxicity report, which verifies that the PAM, PAM mix or PAM blends, exhibits acceptable toxicity parameters which meet or exceed the requirements for the State and Federal Water Quality Standards. <u>Cationic formulations of PAM, PAM blends</u>, polymers or Chitosan are not allowed.
- b) Performance: All vendors and suppliers of PAM, PAM mix or PAM blends shall supply written "site specific" testing results, demonstrating that a performance of 95% or greater of nephelometric turbidity units (NTU) or total suspended solids (TSS) is achieved from samples taken. In addition to soil testing, a CPESC person shall design the installation plan for the polymers based on mix time and point of entry.
- c) Safety: PAM shall be mixed and/or applied in accordance with all Occupational Safety and Health Administration (OSHA) material safety data sheet (MSDS) requirements and the manufacturer's recommendations for the specified use.

#### **Construction Requirements:**

<u>Flocculation Powder Dry Form Application:</u> Dry form powder may be applied by hand spreader or mechanical spreader. Pre-mixing of dry form PAM into fertilizer, seed or other soil amendments is allowed when instructed by the CPESC. The application method shall insure uniform coverage to the target area. Application rates typically range from 10 pounds per acre to 18 pounds per acre.

<u>Flocculation Powder Hydraulically Applied Application:</u> PAM is typically used as part of hydraulically applied slurry containing at least mulch and seed to quickly establish vegetation, temporary or permanent. When used without seed, PAM provides temporary erosion protection for cut & fill surfaces. Application rates typically range from 10 pounds per acre to 18 pounds per acre.

<u>Flocculation Powder Installation constraints:</u> Flocculation Powder shall be applied to non-frozen soil surfaces, only. An unfrozen soil surface is defined as any exposed soil surface free of snow, standing water, ice crystals, etc. which is comprised of discrete soil particles unbound to one another by surface or intestacy ice. The temperature shall be at least 40° F, when <u>hydraulically</u> applying the Flocculation Powder

<u>Flocculation Log Installation:</u> A Flocculation Log is a semi-hydrated polyacrylamide block that is placed within stormwater or construction site drainage to remove fine particles and reduce NTU values. Placement of Flocculation Logs should be as close to the source of particle suspension as possible. Ideal performance of the Flocculation Logs occurs when the product is used in conjunction with other best management practices. Each Flocculation Log is specifically formulated for the soil and water chemistry at the site. Soil and water samples will determine which formula Flocculation Log is needed. The samples will also aid in determining proper placement.

<u>Flocculation Products Maintenance plan:</u> As with any other best management practice, this system will need to have a maintenance plan in place. The Contractor shall perform the following items as directed by the Engineer:

- 1. Reapplication of Flocculation Powder to disturbed areas
- 2. Reapplication of Flocculation Powder to temporary areas
- 3. Replacement of Flocculation Logs
- 4. Adjustments to the Storm Water Pollution Prevention Plan

**Method of Measurement:** An estimated quantity of Flocculation Logs is included in the summary of quantities to establish a unit price only. A typical dry log weighs about 10 pounds and is approximately 5" x 4" x 12". Payment will be made based on the actual number of logs used. An estimated quantity of Flocculation Powder is included in the summary of quantities to establish a unit price only. Payment will be made based on the actual quantity (weight) of powder applied.

**Basis of Payment:** Furnishing and installing FLOCCULATION LOGS will be paid for at the contract unit price per each. Payment will be based on the actual number of logs used. Furnishing and applying FLOCCULATION POWDER will be paid for at the contract unit price per pound. Payment will be based on the actual quantity of powder applied.

## FORM LINER TEXTURED SURFACE, SPECIAL

**Description:** This work will consist of providing a textured finish on exposed cast-in-place or precast concrete surfaces.

**Materials:** The materials shall be according to Article 503.02 of the "Standard Specifications" and the following:

The patterning of the form liner shall appear natural and non-repeating. Seam lines or match lines caused from two or more molds coming together will not be apparent when viewing final wall.

The molds shall not compress more than ¼ inch when concrete is poured at a rate of 10 vertical feet per hour. The molds shall be removable without causing deterioration of surface or underlying concrete.

The forms shall be constructed so that the completed concrete structures conform to the shape, lines and dimensions of the members of the approved pattern. The forms shall be properly braced or tied together to maintain position and shape. The forms shall be made sufficiently tight to prevent leakage of the mortar. The formwork shall have the strength and stability to ensure finished concrete dimensions within the tolerances specified herein.

Lake County and the Forest Preserve have pre-approved the following form liner suppliers and patterns for the textured surface:

Manufacturer	Pattern Number	Pattern Name
Greenstreak 3400 Tree Court Industrial Blvd. St. Louis, Missouri 63122-6614 (800) 325-9504 www.greenstreak.com	Pattern Number 477	Meramec Drystack

## or approved equal.

The form ties shall be made or either metal or fiberglass. Metal ties, which result in a portion of the tie permanently embedded in the concrete, shall be designed to separate at least one inch back from finished surface, leaving only a neat hole that can be plugged with patching material. Contractor shall submit the type of form ties to the Engineer, for approval prior to use in this work,

The joints shall be colored to simulate real mortar.

Class SI concrete used for cast-in-place structures shall contain a high range water-reducing admixture according to Article 1021.03(c) of the "Standard Specifications" to obtain a 5"-7" slump.

**Sample Panel:** The Contractor shall select a form liner pattern from above or propose an equivalent form liner. The form liner shall be according to Article 503.06(a) and the following:

For a proposed equivalent the Contractor shall submit to the Engineer one (1) specification and catalog cut sheet for the style(s) of architectural form liner proposed for use on the project. Note that the same style of form liner shall be used on all surfaces within the projects limits. The submittal shall be made no later than 14 calendar days from the date of notification to proceed with the contract. Upon receipt of the information, the Engineer, in consultation with Lake

County, Forest Preserve and other local government agencies will have 30 calendar days to approve and notify the Contractor of which style of form liner is to be used on the project.

Upon receipt of notification of the style of form liner to be used or if the Contractor is proposing a form liner from the pre-approved list, he/she shall submit a proposed procedure for obtaining the simulated finish. The procedure shall include plans and details for the form liner pattern and dimensions, and be submitted for the Engineer's approval no later than 30 calendar days from the date of notification of approval of the style type. If such plans and details are not satisfactory to the Engineer, the Contractor shall make any changes as may be required by the Engineer, Lake County or the Forest Preserve at no additional cost to the Department.

Upon approval of the form liner plans and details, the Contractor shall submit a 3' by 3' (minimum) sample concrete panel of the simulated stone masonry finish. The sample panel shall be delivered and positioned on the job site at a location to be determined by the Engineer. The sample shall also include the concrete stain if it is included in the contract.

**General:** The work shall be performed according to Article 503.06 of the "Standard Specifications" and the following:

The form liners shall be installed according to the manufactures' recommendations to achieve the highest quality concrete appearance possible. The form liners shall withstand the concrete placement pressures without leakage, physical or visual defects.

The Contractor shall clean the form liners, removing any buildup prior to each use. The Contractor shall inspect each form for blemished or tears and make repairs as needed following manufacturer's recommendations.

The Contractor shall install the form liners with less than ¼ inch separation between them. The molds shall be attached securely to the forms following manufacturer's recommendations. The panels shall be attached to each other with flush seams and seams filled as necessary to eliminate visible evidence of seams in the cast concrete.

The liner butt joints shall be blended into the pattern so as to eliminate visible vertical or horizontal seams and conspicuous form butt joint remarks. The liner joints shall fall within patterns joints or reveals. The finished textures shall be continuous without visual disruption and properly aligned over adjacent and multiple liner panels. Continuous or single liner panels shall be used where liner joints may interrupt the intended pattern. Panel remnants shall not be pieced together.

The Contractor shall notify the Engineer at least 48 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.

The Contractor shall apply the form release agent to all surfaces of the form liner which will come in contact with concrete, according to the manufacturers' recommendations.

The Contractor shall employ proper consolidation methods to ensure the highest quality finish. Internal vibration shall be achieved with a vibrator of appropriate size, the highest frequency and

low to moderate amplitude. Concrete placement shall be in lifts not to exceed 1.5 feet. Internal vibrator operation shall be at appropriate intervals and depths and withdrawn slowly enough to assure a minimal amount of surface air voids and the best possible finish without causing segregation. An external form vibrator may be required to assure the proper results. The use of an external form vibrator must be approved by the form liner manufacturer and the Department.

The Contractor shall coordinate concrete pours to prevent visible differences between individual pours or batches. Concrete pours shall be continuous between construction or expansion joints. Cold joints shall not occur within continuous form liner pattern fields.

The form liners shall be stripped between 12 and 24 hours as recommended by the manufacturer. When stripping the forms the Contractor shall avoid creating defects in finished surface.

Wall ties shall be coordinated with the liner and form to achieve the least visible result. Place form ties at thinnest points of molds (high points of finished wall). Neatly patch the remaining hole after disengaging the protruding portion of the tie so that it will not be visible after coloring the concrete surface

Where an expansion joint must occur at a point other than at mortar or rustication joints, such as at the face of concrete texture, which is to have the appearance of stone, consult manufacturer for proper treatment of expansion material.

Curing methods shall be according to Article 1020.13 of the "Standard Specifications" and compatible with the desired aesthetic result. The use of curing compounds will not be allowed. No rubbing of flat areas or other repairs should be required after form removal. The finished exposed formed concrete surfaces shall be free of visible vertical seams, horizontal seams, and butt joint marks. Grinding and chipping of finished formed surfaces shall be avoided.

Method of Measurement: Form Liner Textured Surfaces will be measured for payment in place and the area computed in square feet.

Basis of Payment: This work will be paid for at the contract unit price per square feet for FORM LINER TEXTURED SURFACE, SPECIAL.

#### **FURNISH WITNESS POST**

Effective: January 1, 2007

**Description:** This item consists of furnishing witness posts only. The Lake County Forest Preserve District shall install the witness posts.

Materials: The furnished markers shall be the CBM-250 Boundary/Id Marker manufactured by Carsonite, the Vikimatic Fiberglass Marker manufactured by ACP International or an approved equivalent. The posts shall be white in color and six feet long with the appropriate decal applied.

The Carsonite Markers can be purchased from:

- Berntsen, 800-356-7388, (Ordering data: CBM2507201 with decal 5566-ROWSM applied).
- Traffic Safety Supply Co., 503-235-8531, (Ordering data: 11600100 with decal 5566ROWSM applied).

The Vikimatic 2-sided Fiberglass Markers can be purchased from:

• TVC Communications, 888-644-6075, (Ordering data: ACP-072 white with LCDOT Decal applied).

The following are the minimum material, mechanical and performance requirements for the Carsonite CBM-250 Composite Marker and reflect the minimum specifications that an equivalent marker shall meet.

The post shall be a single piece marker capable of simple, permanent installation by one person using a manual-driving tool. The marker upon proper installation shall resist displacement from wind and vehicle impact forces. It shall be of a constant "T" cross sectional design which provides a flat surface for sheeting application and a reinforcing rib incorporated longitudinal along the back midsection to provide structural rigidity. The bottom end of the marker shall be pointed for ease of ground penetration.

The post shall be constructed of a durable, UV resistant continuous glass fiber and resin reinforced, thermosetting composite material which is resistant to impact, ozone and hydrocarbons within a service temperature range of -40°F to +140°F.

The post shall exhibit good workmanship and shall be free of burns, discoloration, cracks, bulges or other objectionable marks which would adversely affect the marker's performance or serviceability.

A black line shall be stamped horizontally across the front of the marker near the bottom to indicate proper burial depth. A minimum burial depth of 18" is required.

The post shall conform to the shape and overall configuration shown in the standard detail drawing. The post shall be 2.6" wide in order to accommodate a 2.5" wide decal and provide adequate daytime delineation.

The post shall have the following minimum mechanical properties:

PROPERTY VALUE	ASTM TEST METHOD	MINIMUM
Ultimate Tensile Strength	D-638	50,000 psi
Ultimate Compressive Strength	D-638	45,000 psi

Specific Gravity	D-792	1.7
Weight & Glass Reinforcement	D-2584	50%
Barcol Hardness	D-2583	47

The post shall be pigmented throughout the entire cross-section so as to produce a uniform color as an integral part of the material. Ultraviolet resistant materials shall be incorporated in the construction to inhibit fading or cracking of the marker upon field exposure.

The post shall have a maximum free end deflection of 4" when tested as follows:

The Deflection tests shall consist of a two-pound load suspended from one end of the post while the other end is clamped to a support in cantilevered fashion. Horizontally, the distance from the fulcrum to the weight shall be 48 inches. The maximum allowable free end deflection shall be 4".

The post shall not fracture, crack or split when subjected to the following cold impact tests:

The post shall be conditioned a minimum of two hours at  $-40^{\circ}\text{F} \pm 3^{\circ}\text{F}$ . A minimum two-pound spherical weight shall be dropped a distance of five feet through a virtually frictionless vertical guide to impact the surface of the marker at midsection. The surface of the post being struck by the steel ball shall be in a horizontal position with the marker supported and held in position at both ends. The marker shall be subjected to five impact tests concentrated near the middle of the marker within 10 minutes from the removal from the environmental chamber. Fracturing, cracking, or splitting of the posts shall constitute failure.

A second marker after conditioning shall be struck flush against a flat solid surface three times within two minutes after removal from the conditioning chamber. The strike the delineator it should be manually swung through a 90° arc. The marker shall not fracture or shatter upon impact.

The post shall be self-erecting and remain functional after being subjected to an impact by a typical passenger sedan at 35 mph without substantially damaging the vehicle.

Before delivery the manufacturer shall apply a pressure sensitive vinyl reflective decal to the post.

The applied decal shall meet the following general requirements for the materials of construction; and the mechanical and physical properties for reflective and non-reflective pressure-sensitive decals.

The decal shall consist of either cast vinyl or acrylic/urethane retro-reflective sheeting, which has been printed with UV-stabilized inks for outdoor application. The decal shall have a high tack, aggressive, permanent, pre-applied layer of pressure-sensitive adhesive, protected by a removable release film.

UV protection over-laminating film shall be applied to the decal for long term ultraviolet and abrasion protection. Clear coating shall not be allowed as a substitute for the UV protection.

The decal shall exhibit good workmanship and shall be free of visible cracks, burns, discoloration, foreign inclusions or other objectionable marks that would affect its performance.

The maximum allowable width for decals shall be 5". The minimum total decal thickness with adhesive and UV protection shall not be less than 4 mils for vinyl decals and 6 mils for reflective decals. Both decal styles shall consist of a minimum adhesive thickness of 1 mil.

The clear UV protection over-laminating film shall be a minimum of 0.75 mils in thickness.

Decals shall exhibit negligible color change, legend fading, blistering, or edge curl upon exposure to ultra-violet light. Decal appearance and adhesion shall not be appreciably affected over a temperature range of  $-40^{\circ}$ F to  $+140^{\circ}$ F and shall allow for application at temperatures above  $40^{\circ}$ F.

The decals shall exhibit no effect when applied to a clean fiberglass composite and immersed in water or SAE 20 motor oil for 24 hours at 73°F.

The decals shall exhibit a minimum of 4.5 lb./in. when tested for adhesion by 180° pullback at 12 in./min. after application and conditioning to a clean aluminum surface of  $73^{\circ}F \pm 5^{\circ}F$  for 24 hours.

The minimum decal tensile strength shall be 4.5 lb./in. at 73°F when measured at 12-in./min. jaw separation. The minimum decal elongation shall be 40% at 73°F when measured at above condition.

**Basis of Payment:** This work will be paid for at the contract unit price per each for FURNISH WITNESS POST.

## HEAVY DUTY EROSION CONTROL BLANKET, SPECIAL

**Description.** This work shall consist of furnishing, placing and removing erosion control mat along with a flocculation powder application as a temporary erosion control measure along the project limits at ditch outfalls.

Materials: The erosion control mat shall be limited to jute fabric according to the following:

The erosion control mat shall be a woven fabric of a uniform open weave of single jute yarn. The jute yarn shall be of loosely twisted construction with an average twist of not less than  $1\frac{1}{2}$  turns per 1". The average size of the warp and weft yarns shall be approximately the same. The woven fabric shall be supplied in rolled strips with a certificate of compliance certifying that the jute fabric erosion mat conforms to the following:

- > That the erosion control mat is a minimum 48" wide with a tolerance of minus 1".
- That the erosion control mat has 78 warp ends, +/- 1 for each 48" of width.
- That the erosion control mat has 45 weft yarns, +/- 2, per linear yard of length.
- > That the erosion control mat weighs 92 pounds per 100 square yards +/- 10 percent, measured under average atmospheric conditions.
- > That the erosion control mat is non-toxic to vegetation.

**General:** The work shall be performed according to Article 251.04 of the "Standard Specifications" and the manufacturer's recommendations.

**Method of Measurement:** This work will be measured for payment per square yard of material placed. Each installation of the erosion control mat shall be measured for payment. The flocculation powder will be measured separately according to the special provision for FLOCCULATION POWDER contained herein.

**Basis of Payment:** This work will be paid for at the contract unit price per square yard for HEAVY DUTY EROSION CONTROL BLANKET, SPECIAL. The unit price shall include all labor, equipment and materials necessary for installation, removal and disposal of the erosion control mat. The flocculation powder will be paid for separately according to the special provision for FLOCCULATION POWDER contained herein.

#### INLETS, SPECIAL

**Description:** This work shall consist of constructing inlet stand pipe, Type 2 as shown on the NRCS detail IL-ENG-118R, Inlet Detail for Underground Outlets and as directed by the Engineer.

**Method of Measurement:** This work will be measured for payment in units of each connection completed and accepted.

**Basis of Payment:** Payment for INLETS, SPECIAL will be made at the contract unit price per each, which payment shall constitute full compensation for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work specified and removal of the structure when construction is completed or as directed by the Engineer.

## MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL

**Description:** This work shall consist of constructing Type A, 5'-diameter, type 1 frame, closed lid manholes in accordance with Section 602 of the "Standard Specifications", except that frame and lid Neenah R-1773, East Jordan Iron Works 1037, or an approved equal by the Engineer shall be used.

**Method of Measurement:** This work will be measured for payment per each of MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL installed.

**Basis of Payment:** This work will be paid for at the contract unit price per each for MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL which price shall include full compensation for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work specified.

## MULCH, METHOD 2

**Description:** This work shall consist of furnishing and placing Mulch, Method 2 over seeded areas.

Materials: The mulch shall meet the requirements of Article 1081.06 of the "Standard Specifications", except that:

Mulch shall be Flexterra HP-FGM, as manufactured by:

Profile Products, LLC. 750 Lake Cook Road, Suite 440 Buffalo Grove, IL 60089

at a rate of 3000lb/A minimum, or approved equal.

General: The work shall be performed according to Section 251 of the "Standard Specifications".

**Method of Measurement:** This work will be measured for payment in place in square yards of actual area covered.

**Basis of Payment:** This work will be paid for at the contract unit price per square yard for MULCH, METHOD 2. The unit price shall include all equipment, materials and labor required to furnish and place the mulch.

## ORNAMENTAL FENCE

**Description:** This work shall consist of furnishing and installing a steel fence, gates and accessories as shown on the plans.

#### Materials:

- A. The steel material for the fence framework (ie... tubular pickets, rails and posts) shall meet the following:
  - I. Galvanized after forming:
    - a. Conform to the requirements of ASTM A1011/1011M
    - b. Minimum yield strength of 50,000 psi.
    - c. The exterior shall be hot-dip galvanized with a 0.45 oz/ft<sup>2</sup> minimum zinc weight.
    - d. The interior surface shall be coated with a minimum 81% normal zinc pigmented coating, 0.3 mils minimum thickness.
  - II. Galvanized prior forming
    - a. Conform to the requirements of ASTM A924/A924M
    - b. Minimum yield strength of 50,000 psi.
    - c. The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz/ft<sup>2</sup>, Coating Designation G-90.
- B. The manufactured galvanized framework shall be subjected to a thermal stratification coating process (high-temperature, in-line, multi-stage, multi-layer) including as a minimum, a six-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a zinc-rich thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils. The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils. The color shall be as specified on the standard drawing included in the plans. The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in the following table.

Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117 & D1654	Corrosion Resistance over 3,500 hours (Scribed per D1654; failure mode is accumulation of ½" coating loss from scribe or medium #8 blisters).
Impact Resistance		Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance		Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

Table 1 – Coating Performance Requirements

C. The material for the fence pickets shall be 1" square x 16 gauge tubing. The cross-sectional shape of the rails shall conform to the manufacturer's design with outside cross section dimensions of 1.75" square and a minimum thickness of 14 gauge. Picket holes in the horizontal rail shall be spaced 4.98" on center. The picket retaining rods shall be made of 0.125" diameter galvanized steel. The minimum post size shall be 2½" square x 12 gauge. High quality PVC grommets shall be supplied to seal all picket-to-rail intersections.

The manufacturer's literature (or shop drawings and specifications) shall be submitted to the Engineer prior to ordering the fence. The ornamental fence, as shown in the plans, and as specified herein, is an industrial quality ornamental steel fence system. An equivalent fence system may be proposed for substitution. The Engineer is the sole judge of what is an equivalent substitution.

**General:** Installation of the fence shall be according to the applicable portions of Section 664 [Chain Link Fence] of the "Standard Specifications", except as follows:

- 1. Dimensions and design details are as shown on the plans.
- 2. At some locations, the fencing shall be attached to concrete retaining walls. The allowable attachment methods include coring the concrete to 9" depth and grouting the fence posts in the holes or using mounting brackets and anchors.

#### Fence Fabrication:

- A. The pickets, rails and posts shall be precut to specified lengths. The horizontal rails shall be pre-punched to accept the pickets.
- B. The grommets shall be inserted into the pre-punched holes in the rails and the pickets shall be inserted through the grommets so that the pre-drilled picket holes align with the

internal upper raceway of the horizontal rails. (Note: This can best be accomplished by using an alignment template.) Retaining rods shall be inserted into each horizontal rail so that they pass through the predrilled holes in each picket completing the panel assembly.

C. The completed panels shall be capable of supporting a 600lb load (applied at midspan) without any permanent deformation. Panels shall be biasable to a 25% change in grade.

#### Installation:

The fence posts shall be set in accordance with the spacing shown in the plans  $\pm \frac{1}{2}$ ".

Method of Measurement: Ornamental Fence will be measured for payment in feet along the top of the fence from center to center of the end posts.

**Basis of Payment:** This work will be paid for at the contract unit price per foot for ORNAMENTAL FENCE. The unit price shall include furnishing and installing the fence, including all fence connections, connection to a retaining wall (where required), concrete foundations, fence openings and gates (where indicated) and electric grounding. The unit price shall also include all equipment, materials and labor required to install the fence.

## **ORNAMENTAL RAILING**

**General.** This work shall consist of furnishing and erecting ornamental railings in accordance with Section 509 of the Standard Specifications and the railing manufacturer's recommendations except as modified herein. The Ornamental Railing shall be fabricated and installed as detailed in the contract plans.

Submittal. The shop drawings shall be submitted to the resident engineer prior to ordering.

#### Material.

- A. Steel material for fence framework (i.e., tubular pickets, rails, and posts), when galvanized after forming, shall conform to the requirements of ASTM A1011/1011M, with a minimum yield strength of 50,000 psi (344 MPa). The exterior shall be hot-dip galvanized with a 0.45 oz/ft<sup>2</sup> (138 g/m<sup>2</sup>) minimum zinc weight. The interior surface shall be coated with a minimum 81% nominal zinc pigmented coating, 0.3 mils (0.0076mm) minimum thickness.
- B. Steel material for fence framework (i.e., tubular pickets, rails, and posts), when galvanized prior to forming, shall conform to the requirements of ASTM A924/924M, with a minimum yield strength of 50,000 psi (344 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz/ft<sup>2</sup> (276 g/m<sup>2</sup>), Coating Designation G-90.

C. The manufactured galvanized framework shall be subjected to a thermal stratification coating process (high-temperature, in-line, multi-stage, multi-layer) including, as a minimum, a six-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a zinc-rich thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color is specified on the standard drawing included in the plans. The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 1.

Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion		Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance		Corrosion Resistance over 3,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance		Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D523 (60°	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

Table 1 – Coating Performance Requirements

#### Fabrication.

- A. Pickets, rails, and posts shall be precut to specified lengths. Horizontal rails shall be prepunched to accept pickets.
- B. Grommets shall be inserted into the pre-punched holes in the rails and pickets shall be inserted through the grommets so that pre-drilled picket holes align with the internal upper raceway of the horizontal rails. (Note: This can best be accomplished by using an alignment template.) Retaining rods shall be inserted into each horizontal rail so that they pass through the predrilled holes in each picket, thus completing the panel assembly.
- C. Completed panels shall be capable of supporting a 600 lb. load (applied at midspan) without permanent deformation. Panels without rings shall be biasable to a 25% change in grade; panels with rings shall be biasable to a 12.5% change in grade.
- D. Gates shall be fabricated using the same components as the fence system. Panel material and gate ends having the same outside cross-section dimensions as the horizontal rail. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined either by welding or by the same retaining rod process used for panel assembly.

Measurement and payment. Work shall include furnishing and installing ORNAMENTAL RAILING, including all railing connections. Payment shall be per lineal foot measured in place.

## REMOVE EXISTING FLARED END SECTION

**Description:** This work shall consist of the removal of existing flared end sections.

General: The removed flared end sections shall be disposed of properly. The resulting disturbed ditch shall be regraded appropriately according to the plans including restoration with seeding or temporary seeding. Any damages incurred to the existing pipe culverts as a result of this work shall be the full responsibility of the Contractor. Damaged pipe culverts shall be replaced and installed at the Contractor's expense. All work shall be performed at the direction of the Engineer.

**Method of Measurement:** This work will be measured for payment per each flared end section removed regardless of the size and type.

**Basis of Payment:** This work will be paid for at the contract unit price per each for REMOVE EXISTING FLARED END SECTION. This price shall include the cost of all labor, materials and equipment necessary to perform this work in addition to all disposal costs.

#### RETAINING WALL, SPECIAL

**Description:** This work shall consist of furnishing and constructing a boulder slope wall.

Materials: Boulders used for the boulder retaining wall shall be natural granite field stone. Boulders shall be evenly graded with 40% between twenty (20) and thirty (30) inches in diameter, 40% between twelve (12) and twenty (20) inches in diameter, and 20% between eight (8) and twelve (12) inches in diameter. Random boulders used for seats shall be placed flat top up with location and boulder selection approved by Engineer. Overall slope of the wall shall be 1:1. Samples of the specified material shall be submitted for approval to the Engineer prior to delivery and placement. Boulders shall include bedding, CA-7/11 backfill and filter fabric. The furnished boulders shall be from:

Thelen Sand and Gravel Antioch Quarry (847) 395-3313

Weber Stone Company (319) 462-3581

or approved equal.

Geotextile fabric shall meet the applicable portions of Article 1080.02 of the Standard Specifications.

Backfill material shall be CA-7/11 in conformance with Article 1004.01 of the Standard Specifications. The source of the material shall be approved by the Engineer prior to delivery. Samples of the proposed material shall be submitted to the Engineer for approval prior to delivery and installation.

General: Samples of Backfill, boulders and geotextile fabric shall be submitted for approval prior to beginning any work.

Contractor shall install and maintain erosion control measures including silt fence as shown on the plans and as directed by the Engineer, prior to the commencement of any construction activities for the overlook. Ditch checks shall be in accordance with the Construction Drawings.

## Subgrade Preparation

Existing topsoil within overlook area shall be stripped and stockpiled, subgrade shall be excavated to the required lines and grades as shown on the Construction Drawings. The subgrade shall be compacted to a minimum of 95% density based on a Standard Proctor (ASTM D-698). If the required compaction density cannot be achieved due to the presence of unsuitable material, the material shall be excavated and replaced with either compacted Porous Granular Embankment Subgrade (PGES) and Geotechnical Fabric as approved by the Engineer. This excavation below subgrade and material replacement shall not be paid for separately, but shall be considered part of the wall item. Topsoil shall be respread to a minimum depth of four (4) inches over entire disturbed area not covered by aggregate trail or boulders.

### Backfill and Bedding

Backfill/Bedding material shall be CA-7/11 in conformance with Article 1004.01 of the Standard Specifications. Backfill material shall be placed and compacted in uniform lifts of a maximum loose thickness of six (6) inches. The source of the material shall be approved by the Engineer prior to delivery. Samples of the proposed material shall be submitted to the Engineer for approval prior to delivery and installation.

Geotextile fabric shall be placed over the bedding to prohibit weed growth and stabilize the bedding. Getextile fabric shall be non-woven needle punched geotextile Thrace Linq GTX-225EX or approved equal.

Boulder shall be placed on the geotextile fabric and bedding under the supervision of the Engineer. Any work performed without the approval of the Engineer shall meet the approval of the Engineer. The cost to move/relocate/rearrange the boulders to meet the satisfaction of the Engineer shall be included in the cost of this work.

Additional CA-7/11 backfill shall be placed between the boulders to stabilize the boulders and provide a more natural look.

**Method of Measurement:** Retaining Wall, Special will be measured for payment in square feet. The boulder retaining wall will be measured from the top of the exposed panel line to the theoretical top of leveling pad line for the length of the wall as shown on the contract plans.

**Basis of Payment:** The cost for all labor, materials, furnishing, placing, and compacting backfill material and incidentals necessary shall be included in the square foot price for each RETAINING WALL, SPECIAL.

## **SEEDING, CLASS 2 (MODIFIED)**

**Description:** This work shall consist of the preparation of the area to be seeded and placing the seed and other materials required in seeding operations in the areas indicated on the plans for this Contract or as directed by the Engineer.

This work shall be done in accordance with Section 250 of the "Standard Specifications for Road and Bridge Construction" except as modified by this Special Provision.

Method of application shall be in accordance with 250.06(a)(1).

The seeding mixes shall be as follows:

Species or Mix	(Notes)	lbs / A	% +/-
Fine Fescue Mix	(1)	200	80%
Perennial Rye Mix	(2)	50	20%
TOTAL		250	100%

#### Notes:

- 1) A blend of creeping red, chewings, hard and sheep's fescue; acceptable commercial blends include Highlands Fescue Mix, Legend Fine Fescue Blend and Greenskeeper National Links Mixture.
- 2) A blend of at least three improved cultivars selected for disease resistance.

**Method of Measurement:** Seeding, Class 2 (Modified) will be measured for payment in acres of the surface area seeded.

**Basis of Payment:** This work will be paid for at the contract unit price per acre for SEEDING, CLASS 2 (MODIFIED).

## **SEEDING, CLASS 3 (MODIFIED)**

**Description:** This work shall consist of the preparation of the area to be seeded and placing the seed and other materials required in seeding operations in the areas indicated on the plans for this Contract or as directed by the Engineer.

This work shall be done in accordance with Section 250 of the "Standard Specifications for Road and Bridge Construction" except as modified by this Special Provision.

Bare earth seeding shall be sown with a rangeland type grass drill unless otherwise specified or directed by the Engineer.

lbs. / A

The seeding mixes shall be as follows:

(1)

Cover Crop

Cover Crop (1)	<u> 108. / A</u>
Annual Rye	10
Spring Oats	<u>32</u>
Subtotal	42
Native Grasses (3)	<u>lbs. / A</u>
Elymus canadensis	3.5
Panicum virgatum	1.25
Bouteloua curtipendula	3
Andropogon scoparius	1.25
Andropogon gerardii	.5
Sorghastrum nutans	.5
Subtotal	10 lbs.
Native Forbs (2,3)	oz. / A
Aster laevis	oz. / A .5
Aster novae-angliae	1
Desmodium canadense	. 10
Echinacea pallida	14
Eupatorium purpureum	2
Liatris pycnostachya	6 .
Monarda fistulosa	1.9
Penstemon digitalis	1
Petalostemum purpureum	8
Pycnanthemum virginianum	.5
Ratibita pinnata	4
Rudbeckia hirta	2
Rudbeckia subtomentosum	4
Solidago speciosa	1
Veronicastrum virginicum	1
Subtotal	60 (3.5 lbs.)

#### Notes:

- 1) For seeding after August 1, substitute 20 additional pounds of annual rye for 32 pounds of spring oats.
- 2) All native seed shall be provided as Pure Live Seed (PLS).
- 3) All native forbs shall be provided as current year crop as of the spring of the actual planting season.

**Method of Measurement:** Seeding, Class 3 (Modified) will be measured for payment in acres of the surface area seeded.

**Basis of Payment:** This work will be paid for at the contract unit price per acre for SEEDING, CLASS 3 (MODIFIED).

## SHRUBS (SPECIAL)

**Description:** This work shall consist of furnishing and planting shrubs in accordance with the Section 253, at locations as shown on the Grading and Planting plan sheet, except as described:.

#### General:

Grand Avenue Underpass Planting Notes

#### **SHRUBS**

Qnty	Common Name	Species	Size	Type
50	Eastern Red Cedar	Juniperus virginiana	4'	Container or B&B
75	Grey Dogwood	Cornus racemosa	24"	5 gal. Container
50	Staghorn Sumac	Rhus typhina	24"	5 gal. Container
50	Prairie Rose	Rosa setigera	24"	5 gal. Container

#### Notes:

- 1. Acceptable Juniperus cultivars include 'Hillii', 'Hillspire' and 'Canaertii'.
- 2. Eastern Red Cedar shall be planting at locations shown on the plan. Dogwood, Sumac and Rose shall be planted in individual species groups of 3-7, 5' apart, in random locations amongst the Eastern Red Cedar.
- 3. All shrubs shall be mulched with a fine, shredded or ground organic mulch to a depth of 4" and extending at least 3' outside the plant grouping.
- 4. Shrub care shall be according to 253.15 of the Std. Specs.

Method of Measurement: This work will be measured for payment per each shrub planted.

**Basis of Payment:** This work will be paid for at the contract unit price per each for SHRUBS (SPECIAL), which price shall include all labor, materials, and equipment necessary to perform the work herein.

## STABILIZED CONSTRUCTION ENTRANCE

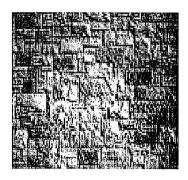
This work shall consist of furnishing and installing aggregate entrances to the Site at east and west sides of Grand Avenue. The entrance shall be installed prior to the beginning of construction. The aggregate will be an IDOT CA-1, CA-2, CA-3, or CA-4 gradation with a geotextile (non-woven) fabric and will be placed at a minimum width of 20 feet with a thickness of 18 inches. The construction entrance shall have a minimum length of 75 feet.

The Contractor is to maintain the aggregate for the temporary construction entrance for the length of the contract. The Contractor shall supply additional aggregate for such use, if the original quantity becomes disbursed or embedded in the ground, at the Contractor's own expense. No additional compensation shall be paid.

This work shall be paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE. The price shall include all material, labor, and equipment as necessary to perform the work herein including if necessary the removal of entrance materials upon completion of construction. No additional compensation shall be provided for subsequent replacement of the aggregate or for its removal.

#### STAINING CONCRETE STRUCTURES

**Description:** This work shall consist of staining the permanently exposed surfaces of designated concrete structures to replicate actual stone masonry.



The stain shall match the colors of natural limestone. The stain mix shall also achieve the color variations present in natural limestone (similar to the Fairfield Road underpass south of the IL Route 176). Final coloration of the cast stone concrete surface shall accurately simulate the appearance of real stone including the multiple colors, shades, flecking, and veining that is apparent in real stone. It shall also simulate the colors that may be present from aging, such as staining from oxidation, rusting and/or organic staining from soil and vegetation.

Materials: The stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight and/or weathering. The stain shall be odor free and V.O.C. compliant. The stain shall meet the requirements for weathering resistance of 2000 hours accelerated exposure.

**Sample Panel:** Upon receipt of notification of the style of form liner to be used the Contractor shall submit a proposed procedure for obtaining the simulated finish using the approved architectural form liner style and stain (see the special provision for FORM LINER TEXTURED SURFACE). The procedure shall include plans and details for the form liner pattern and dimensions, and be submitted for the Engineer's approval no later than 30 calendar days from the

date of notification of approval of the style type. If such plans and details are not satisfactory to the Engineer and LCFPD, the Contractor shall make any changes as may be required by the Engineer or LCFPD at no additional cost to the Department.

Upon approval of the form liner plans and details, the Contractor shall submit a 3' by 3' (minimum) sample concrete panel of the simulated stone masonry finish to include staining. The sample panel shall be delivered and positioned on the job site at a location to be determined by the Engineer.

General: The surfaces to be stained shall be structurally sound, clean, dry, and fully cured. The concrete shall be at least 30 days old prior to applying the stain. Curing agents must be removed a minimum of 14 days prior to staining to allow the concrete to dry out.

Temperature and relative humidity conditions shall meet the manufacturer's application instructions. Do not apply the stain under rainy conditions or within three (3) days after surfaces become wet from rainfall or other moisture. Do not apply when the weather is foggy or overcast.

The concrete surface shall be cleaned prior to the applying the stain materials. The methods and materials used for cleaning the substrate shall be as recommended by the manufacturer of the water-repellent stain. The Contractor shall insure that the surface is free of latency, dirt, dust, grease, efflorescence, paint, or other foreign material. The Contractor shall not use sandblasting as a cleaning method. The preferred method to remove latency is pressure washing with water, at a minimum 3000 psi (3-4 gal/min), using fan nozzle. The nozzle should be positioned perpendicular to and at a distance of 1-2 feet from the concrete surface. The cleaned surface shall be free of blemishes, discoloration, surface voids and unnatural form marks.

The stain shall be thoroughly mixed according to the manufacturer's directions using an air-driven or other explosion-proof power mixer. Mix all containers thoroughly prior to application. Do not thin the material. Materials shall be applied at the rate as recommended by the manufacturer. Absorption rates may be increased or decreased depending upon the surface texture and porosity of the substrate so as to achieve even staining.

A test area of 10 square feet shall be prepared and the stain applied to the surface to verify the surface preparation, adhesion and color. Once the Engineer has approved the results from the test area the application of the stain to the rest of the exposed surfaces may be completed.

Take precautions to ensure that workmen and work areas are adequately protected from fire and health hazards resulting from handling, mixing and application of materials. Furnish all the necessary equipment to complete the work. Provide drop cloths and other forms of protection necessary to protect all adjoining work and surfaces to render them completely free of overspray and splash from the concrete stain work. Any surfaces, which have been damaged or splattered, shall be cleaned, restored, or replaced to the satisfaction of the Engineer.

Avoid staining the "mortar joints" by providing suitable protection over the joints during the staining process.

Schedule the color stain application with earthwork and back-filling of any wall areas making sure that all simulated stone texture that might fall below grade is colored prior to back-filling. Delay adjacent plantings until color application is completed. Coordinate work to permit coloring applications without interference from other trades. Where exposed soil or pavement is adjacent which may spatter dirt or soil from rainfall, or where surface may be subject to overspray from other processes, provide temporary cover of completed work.

UV protection shall be applied to the final exposed surface. UV coating shall be B97-150 Series, Protective and Marine Coating as manufactured by Sherwin Williams (<a href="http://www.sherwin-williams.com">http://www.sherwin-williams.com</a>) or approved equal.

**Method of Measurement:** The exposed surfaces stained, 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 yards for STAINING CONCRETE STRUCTURES, which price shall include all labor, materials, and equipment necessary to perform the work as described herein.

#### **STEEL CASINGS 24"**

The steel casing pipe shall be bituminous coated, minimum of 30 mils thickness inside and out, and shall be of leak proof construction, capable of withstanding the anticipated loadings. The steel casing pipe shall have a minimum yield strength of 35,000 psi and shall meet the requirements of ASTM A139, Grade B. Ring deflection shall not exceed 2% of the nominal diameter. The steel casing pipe shall be delivered to the jobsite with beveled ends to facilitate field welding.

Steel Casing Diameter 24"

Minimum Wall Thickness (Inches)

**Installation:** The ends of the casing pipes shall be capped with a piece of tack welded steel. The ends of the casing shall be located with a 4"x4" wood marker extending from the casing to 2' above final grade. The markers shall be labeled "End of Casing" with diameter.

Method of Measurement. Steel Casing will be measured for payment per foot of casing actually installed.

**Basis of Payment.** This work will be paid for at the contract unit price per foot for STEEL CASING 24".

#### STONE RIPRAP, CLASS A2 (SPECIAL)

**Description:** Riprap shall be in accordance with Article 281.04a of the Standard Specifications for Stone Riprap with the following exceptions. The riprap shall be natural granite field stone cobbles reasonably graded from four (4) to eight (8) inches in diameter. Limestone riprap is not acceptable and will not be allowed. Samples of the specified material shall be submitted for approval to the LCFPD prior to delivery and placement. Riprap shall include appropriate bedding and filter fabric when specified on the construction plans. The furnished field stone cobbles shall be from:

Thelen Sand and Gravel Antioch Quarry (847) 395-3313

Weber Stone Company (319) 462-3581

or approved equal.

Riprap shall be installed at the locations shown on the Construction Drawings and shall extend across the ditch bottom and up the ditch banks to the top of the culvert elevation. The riprap shall be set in granular bedding and placed on an approved Geotextile Filter Fabric.

Riprap shall be placed in accordance with Section 281 of the Standard Specifications.

**Method of Measurement:** This work will be measured for payment in units of square yard of riprap placed.

**Basis of Payment:** Payment for STONE RIPRAP, CLASS A2 (SPECIAL) will be made at the contract unit price per each, which payment shall constitute full compensation for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work specified and removal of the structure when construction is completed or as directed by the Engineer. Geotextile filter fabric shall be paid for separately per square yard as FILTER FABRIC.

#### STONE RETAINING WALL

**Description:** This work shall consist of furnishing and constructing an limestone outcropping seat wall.

**Materials:** Stone used for the outcropping stone overlook shall be large, flat pieces of limestone (6"-10" H x 3'-5' W x 3'-7' L). Samples of the specified material shall be submitted for approval to the Engineer prior to delivery and placement. Stone shall include compacted CA-6 bedding. The furnished stone shall be Anamosa Limestone from:

Thelen Sand and Gravel Antioch Quarry (847) 395-3313.

Weber Stone Company (319) 462-3581

or approved equal.

Bedding material shall be CA-6 in conformance with Article 1004.01 of the Standard Specifications. The source of the material shall be approved by the Engineer prior to delivery. Samples of the proposed material shall be submitted to the Engineer for approval prior to delivery and installation.

General: Samples of stone shall be submitted for approval prior to beginning any work.

Contractor shall install and maintain erosion control measures including silt fence as shown on the plans and as directed by the Engineer, prior to the commencement of any construction activities for the overlook. Ditch checks shall be in accordance with the Construction Drawings.

## Subgrade Preparation

Existing topsoil within overlook area shall be stripped and stockpiled, subgrade shall be excavated to the required lines and grades as shown on the Construction Drawings. The subgrade shall be compacted to a minimum of 95% density based on a Standard Proctor (ASTM D-698). If the required compaction density cannot be achieved due to the presence of unsuitable material, the material shall be excavated and replaced with either compacted Porous Granular Embankment Subgrade (PGES) and Geotechnical Fabric as approved by the Engineer. This excavation below subgrade and material replacement shall not be paid for separately, but shall be considered part of the wall item. Topsoil shall be respread to a minimum depth of four (4) inches over entire disturbed area not covered by trail or stone.

## Bedding

Bedding material shall be CA-6 in conformance with Article 1004.01 of the Standard Specifications. The source of the material shall be approved by the Engineer prior to delivery. Samples of the proposed material shall be submitted to the Engineer for approval prior to delivery and installation.

Stone shall be placed on the bedding under the supervision of the Engineer. First course of stone shall be buried 4-6". Stones shall be set level in all directions and shimmed with stone chips as needed. Any work performed without the approval of the Engineer shall meet the approval of the Engineer. The cost to move/relocate/rearrange the stones to meet the satisfaction of the Engineer shall be included in the cost of this work.

**Method of Measurement:** Stone Retaining Wall will be measured for payment in square feet. The boulder retaining wall will be measured from the top of the exposed panel line to the theoretical top of leveling pad line for the length of the wall as shown on the contract plans.

**Basis of Payment:** The cost for all labor, materials, furnishing, placing, and compacting backfill material and incidentals necessary shall be included in the square foot price for STONE RETAINING WALL.

## TEMPORARY DITCH CHECKS

**Description.** This work shall consist of constructing, maintaining, and removing temporary ditch checks.

Materials. The ditch checks shall be constructed with products from the following:

The temporary ditch checks shall be limited to Triangular Silt Dikes<sup>TM</sup>, or an approved equal.

Manufacturer
Triangular Silt Dike Company, Inc.
608 Greenwood
Midwest City, OK 73110-1632
(405)741-7406

Area Representative/Dealer GSI Geosynthetics, Inc. 428 N. Pewaukee Road Waukesha, WI 53188 (800) 444-5523

**General.** The work shall be performed according to Section 280 of the "Standard Specifications" and the following:

Temporary ditch checks need to be at least 8 feet long to cover the bottom of the 4' ditch and extend 2' on each side.

Method of Measurement. Temporary Ditch Checks will be measured for payment per foot of each section actually installed.

**Basis of Payment.** This work will be paid for at the contract unit price per foot for TEMPORARY DITCH CHECKS.

## TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

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:

701301-04	Lane Closure, 2L, 2W, Short Time Operation
701306-03	Lane Closure, 2L, 2W, Slow Move Operations Day Only, for Speeds >= 45 Mph
701326-04	Lane Closure, 2L, 2W, Pavement Widening, for Speeds >= 45 Mph
701422-04	Lane Closure, Multi Lane, 45-55 Mph
701501-06	Urban Lane Closure, 2L, 2W, Undivided
701901-02	Traffic Control Devices
780001-03	Typical Pavement Markings
<u>DETAILS</u> :	
TC-13	District One Typical Pavement Markings
TC-18	Signing for Flagging Operations at Work Zone Openings
TC-22	Arterial Road Information Signing
TC-26	Driveway Entrance Signing

## **SPECIAL PROVISIONS:**

	<u> </u>
BDE #80110	Impact Attenuators, Temporary
BDE #80273	Traffic Control Deficiency Deduction
LRS #3	Work Zone Traffic Control
LRS #4	Flaggers at Work Zones
	Public Convenience and Safety
	Temporary Information Signing

**BASIS OF PAYMENT:** This work will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION, (SPECIAL). The payment will be in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices indicated in the plans and specifications, except for the following items, which will be paid for separately.

- 1) Temporary Information Signing
- 2) Changeable Message Sign
- 3) Impact Attenuators, Temporary (Non-Redirective), Test Level 2
- 4) Impact Attenuators, Relocate (Non-Redirective), Test Level 2
- 5) Temporary Concrete Barrier
- 6) Relocate Temporary Concrete Barrier

The salvage value of the materials removed shall be reflected in the bid price for this item.

#### TREE PROTECTION AND PRESERVATION

#### Construction:

1. The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone" before any work begins or

any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored, or vehicles driven or parked within the "tree protection zone" at any time during the course of construction.

- 2. The exact location and establishment of the "tree protection zone" fence shall be approved by the County Arborist prior to setting the fence. The fence shall be 48 inches high, plastic poly-type or any other type of highly visible barrier in an open-weave type pattern with large openings. The type, color and pattern of the fence shall be approved by the Engineer prior to erection. This fence shall be properly maintained in an upright manner and shall remain up until final restoration, unless the Engineer directs removal otherwise. Tree fence shall be supported using T-Post style fence posts with a maximum of 8' spacing. T-posts must be at least six feet in length, two feet of which must be set in the ground. The fence shall be attached to posts and secured with a minimum of three nylon locking ties per post. Utilizing re-bar as a fence post will not be permitted.
- 3. The fence shall be installed parallel to the curb and between the curb and sidewalk unless otherwise directed by the Engineer. Fence shall be erected on a minimum of three sides with the fourth sidewalk side being optional. Fence shall be installed at the drip-line of the tree or as listed in the following guidelines:
  - a. Establish the diameter of the tree at a point four and a half feet above the ground, (referred to as diameter breast height or DBH)
    - i.. Trees with diameters 10 inches and under require root zone protection a minimum of five feet in all directions from the center of the tree.
    - ii. Trees 10 to 19 inches in diameter shall have a minimum root zone protection of 10 feet in all directions from the center of the tree.
    - iii. Trees greater than 19 inches in diameter shall have a minimum root zone protection of 15 feet in all directions from the center of the tree.
- 4. Parking or maneuvering of machinery, stockpiling of materials or any other use will not be allowed upon unpaved areas within 3 m (10 ft) of the root protection zone of trees or plants designated to be protected.
- 5. Construction area is defined as all areas within 20 feet each side of water or sewer main location.
- 6. All work within the "tree protection zone" shall have the Engineer's prior approval. All slopes and other areas not re-graded should be avoided so that unnecessary damage is not done to the existing turf, tree root system or ground cover.

7. The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

Basis of Payment: Tree Protection and Preservation will be paid for at the contract unit price per each for TREE PROTECTION AND PRESERVATION, which price shall include furnishing, installing, maintaining, and removal.

## TREE REMOVAL, ACRES (SPECIAL)

This work shall conform to Section 201 of the "Standard Specifications" except as follows. This item shall be used by the Contractor for the removing of all trees and brush that by its presence inhibits the removal of items designated for such on the plans for this contract. All brush and trees that are removed shall be chipped and shredded and then stockpiled on the site for future use. The area to be used for stockpiling this material shall be designated by the Engineer. Once the material has been stockpiled, the Contractor shall relinquish control of this material to the resident Engineer. This work shall be considered as incidental to the cost of this pay item.

Contractor shall hire a qualified Arborist and complete the Compliance Agreement from Illinois Department of Agriculture. Licensee will handle any infected material in accordance with the EAB Compliance Agreement and the Applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer pursuant to the Insect Pest and Plant Disease Act (505 Illinois compiled Statutes 90/1 et seq.)

**Basis of Payment.** This work shall be paid for at the contract unit price per acre or fraction thereof for TREE REMOVAL, ACRES (SPECIAL) which work shall include all labor, equipment, and materials for constructing the work complete in place.

Prior to any removal, the Contractor shall discuss the area of trees to be removed with the Engineer. Until the Contractor and the Engineer have agreed upon a quantity for the area to be removed, no work may continue in that particular area. The Contractor shall not be entitled to an additional compensation associated with a delay of this nature.

#### TREES (SPECIAL)

**Description:** This work shall consist of furnishing and planting trees in accordance with the Section 253, at locations as shown on the Grading and Planting plan sheet, except as described:.

#### General:

Grand Avenue Underpass Planting Notes

TREES

**Onty Common Name** 

**Species** 

Caliper Size

35	Burr Oak	Quercus macropcarpa	1 1/4"
30	Scarlet Oak	Quercus coccinea	1 1/4"
25	Red Oak	Quercus rubra	1 1/4"

#### Notes:

- 1. All oaks shall be seed propagated from source trees within 250 miles of Lake County, Illinois. All production shall be container-based using specialized air pruning or root constriction containers to form a fibrous, non-circling root system. Production methods shall include transplanting up to larger containers when root growth has filled the container. The final container size shall be 15 gallon, or a minimum of 18" in diameter and 15" in height. The final container may be plastic or fabric. The plant shall have actively grown in the final container either above or below ground, for a minimum of six months before delivery to the site.
- 2. Hill's Oak, Quercus ellipsoidalis, may be substituted for Scarlet Oak.
- 3. Each tree shall be mulched with a fine shredded or ground organic mulch to a depth of 4" and a diameter of 6 feet. No weed barrier fabric is required.
- 4. All oaks shall be planted between September 1 and November 1.
- 5. Tree care shall be according to 253.15 of the Std. Specs.

Method of Measurement: This work will be measured for payment per each tree planted.

**Basis of Payment:** This work will be paid for at the contract unit price per each for TREES (SPECIAL), which price shall include all labor, materials, and equipment necessary to perform the work herein.

#### UNDERPASS LUMINAIRE, 70 WATT, METAL HALIDE

**Description.** This work shall consist of furnishing and installing a luminaire according to details shown in the contract plans and as herein specified.

The underpass luminaire shall be complete with all supports, hardware, and appurtenant mounting accessories. The unit shall be heavy duty and shall have no indentations or crevices in which dirt, salt, or other corrosives may collect.

The underpass luminaire shall be round, wall mounted, embedded architectural style luminaire. The recess housing of the luminaire shall be available in advance of the luminaire shipment. Each luminaire shall be installed according to manufacturer's recommendation. The luminaire shall be 70 watt pulse start metal halide, wired for 120 volt with at least 5,500 initial lumens.

The luminaire manufacturers shall be Cooper Lighting Fail-Safe TRF 15 or Kenall Millenium Round MR17CSR series.

Cooper Lighting Fail-Safe TRF 15 luminaire:

• Terrapin product

- 15" diameter
- Four Quadrant style
- Opal lens
- Multi-tap (wired for 120V)
- Black finish
- Regress concrete pour housing

#### Kenall Millenium Round MR17CSR:

- MR17CSR series
- 17" (lens) diameter round full face with cross (18.2" diameter overall)
- Pour in place mounting type
- Pearlescent polycarbonate lens
- Matte black finish
- 120 volt

The casting for the luminaire shall have conduit entry points. If a reducer is needed at the conduit entry point, a reducer shall be provided and all material, equipment and labor necessary to attach the reducer to the fixture shall be included in this pay item.

**Basis of Payment.** This item shall be paid for at the contract unit price per each for UNDERPASS LUMINAIRE, 70 WATT, METAL HALIDE, which price shall include all material, labor and equipment necessary to perform the work in accordance to the standard specifications, the plan documentations and as herein specified.

#### **WOOD GUARDRAIL**

**Description:** This work shall consist of constructing a timber guardrail per detail for "Steel-Backed Timber Guardrail" included in the plans unless otherwise directed by the Engineer and approved by the Lake County Forest Preserve District.

General: Furnish timber conforming to AASHTO M 168. Fabricate the timber rail, blockouts, and posts from dry, well seasoned, and dressed rough sawn Douglas fir, southern pine, or other species having a stress grade of at least 1,500 pounds per square inch. Treat the timber rail, blockout elements, and posts according to AASHTO M 133. Fabricate the steel backing elements from 3/8-inch structural steel conforming to ASTM A 242. For fastener hardware, conform to ASTM A 242.

**Method of Measurement:** This work will be measured for payment per foot of WOOD GUARDRAIL installed.

**Basis of Payment:** This work will be paid for at the contract unit price per foot for WOOD FENCE which price shall include full compensation for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work specified.

## AGGREGATE SUBGRADE, 12" (300 mm)

Effective: May 1, 1990 Revised: October 1, 2011

This work shall be done in accordance with the applicable portions of Section 207 of the Standard Specifications. The material shall conform to Article 1004.05 of the Standard Specifications except as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete will be permitted. Steel slag and other expansive materials as determined through testing by the Department will not be permitted.

Sieve Size	Percent Passing
6 in. (150 mm)	$97 \pm 3$
4 in. (100 mm)	$90 \pm 10$
2 in. (50 mm)	$45 \pm 25$
No. 4 (4.75 mm)	$20 \pm 20$
No. 200 (75 µm)	$5\pm5$

#### 2. Crushed Gravel

Sieve Size	Percent Passing
6 in. (150 mm)	100
4 in. (100 mm)	$90 \pm 10$
2 in. (50 mm)	$55 \pm 25$
No. 4 (4.75 mm)	$30 \pm 20$
No. 200 (75 μm)	$5\pm5$

3. Crushed Concrete with Bituminous Materials \*

<u>Sieve Size</u>	Percent Passing
6 in. (150 mm)	$97 \pm 3$
4 in. (100 mm)	$90 \pm 10$
2 in. (50 mm)	$45 \pm 25$
No. 4 (4.75 mm)	$20 \pm 20$
No. 200 (75 μm)	$5 \pm 5$

<sup>\*</sup> The Bituminous material shall be separated and mechanically blended with the crushed concrete so that the bituminous material does not exceed 40 percent of the final products. The top size of the bituminous material in the final product shall be less than 4 inches (100 mm) and shall not contain more than 10.0 percent steel slag RAP or any material that is considered expansive by the Department.

The Aggregate subgrade shall be placed in two lifts consisting of a 9 inch (225 mm) and variable nominal thickness lower lift and a 3 inch (75 mm) nominal thickness top lift of capping aggregate having a gradation of CA 6. The CA 6 may be blended as follows. The bituminous materials shall be separated and mechanically blended with interlocking feeders with crushed concrete or natural aggregate, in a manner that the bituminous material does not exceed 40 percent of the final product. This process shall be approved by the engineer prior to start of production. The top side of the bituminous material in the final products shall be less than 1 1/2 inches (37.5 mm) and shall not contain any material considered expansive by the department. Reclaimed Asphalt Pavement (RAP) (having a maximum of 10 percent steel slag RAP) meeting the requirements of Section 1031 and having 100 percent passing the 1 1/2 inches (37.5 mm) sieve and well graded down through fines may also be used as capping aggregate. IDOT testing of the RAP material will be used in determining the percent of steel slag RAP or Expansive Material. When the contract specifies that an aggregate subbase is to be placed on the Aggregate Subgrade, the 3 inches (75 mm) of capping aggregate will be eliminated. A vibratory roller meeting the requirements of Article 1101.01(g) of the Standard Specifications shall be used to roll each lift of material to obtain the desired keying or interlock and necessary compaction. The Engineer will verify that adequate keying has been obtained.

When a recommended remedial treatment for unstable subgrades is included in the contract, the lower lift of Aggregate Subgrade may be placed simultaneously with the material for Porous Granular Embankment, Subgrade when the total thickness to be placed is 2 feet (600 mm) or less.

## Method of Measurement.

Contract Quantities. Contract quantities shall be in accordance with Article 202.07 of the Standard Specifications.

Measured Quantities. Aggregate subgrade will be measured in place and the area computed in square yards (square meters).

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE, 12" (AGGREGATE SUBGRADE, 300 mm).

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

Effective: May 1, 2007

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

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

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

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

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

Effective: November 1, 2011

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

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

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

#### ELECTRIC SERVICE INSTALLATION

Effective: January 1, 2007

<u>Description.</u> This item shall consist of all material and labor required to extend, connect or modify the electric services, as indicated or specified, which is over and above the work performed by the utility. Unless otherwise indicated, the cost for the utility work, if any, will be reimbursed to the Contractor separately under ELECTRIC UTILITY SERVICE CONNECTION. This item may apply to the work at more than one service location and each will be paid separately.

Materials. Materials shall be in accordance with the Standard Specifications.

#### **CONSTRUCTION REQUIREMENTS**

<u>General</u>. The Contractor shall ascertain the work being provided by the electric utility and shall provide all additional material and work not included by other contract pay items required to complete the electric service work in complete compliance with the requirements of the utility.

No additional compensation will be allowed for work required for the electric service, even though not explicitly shown on the Drawings or specified herein

Method Of Measurement. Electric Service Installation shall be counted, each.

<u>Basis Of Payment.</u> This work will be paid for at the contract unit price each for **ELECTRIC SERVICE INSTALLATION** which shall be payment in full for the work specified herein.

## ELECTRIC UTILITY SERVICE CONNECTION (COMED)

Effective: January 1, 2012

<u>Description</u>. This item shall consist of payment for work performed by ComEd in providing or modifying electric service as indicated. THIS MAY INVOLVE WORK AT MORE THAN ONE ELECTRIC SERVICE. For summary of the Electrical Service Drop Locations see the schedule contained elsewhere herein.

## CONSTRUCTION REQUIREMENTS

General. It shall be the Contractor's responsibility to contact ComEd. The Contractor shall coordinate his work fully with the ComEd both as to the work required and the timing of the installation. No additional compensation will be granted under this or any other item for extra work caused by failure to meet this requirement. Please contact ComEd, New Business Center Call Center, at 866 NEW ELECTRIC (1-866-639-3532) to begin the service connection process. The Call Center Representatives will create a work order for the service connection. The representative will ask the requestor for information specific to the request. The representative will assign the request based upon the location of project.

The Contractor should make particular note of the need for the earliest attention to arrangements with ComEd for service. In the event of delay by ComEd, no extension of time will be considered applicable for the delay unless the Contractor can produce written evidence of a request for electric service within 30 days of execution.

<u>Method Of Payment.</u> The Contractor will be reimbursed to the exact amount of money as billed by ComEd for its services. Work provided by the Contractor for electric service will be paid separately as described under ELECTRIC SERVICE INSTALLATION. No extra compensation shall be paid to the Contractor for any incidental materials and labor required to fulfill the requirements as shown on the plans and specified herein.

For bidding purposes, this item shall be estimated as \$10,000

**Basis Of Payment.** This work will be paid for at the contract lump sum price for **ELECTRIC UTILITY SERVICE CONNECTION** which shall be reimbursement in full for electric utility service charges.

<u>Designers Note</u>: The estimate of cost of service connections for bidding purposes shall be provided by the Designer or Design Consultant.

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

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

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

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

#### GENERAL ELECTRICAL REQUIREMENTS

Effective: January 1, 2012

Add the following to Article 801 of the Standard Specifications:

"Maintenance transfer and Preconstruction Inspection:

General. Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a maintenance transfer and preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance transfer and preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction inspection shall:

Establish the procedures for formal transfer of maintenance responsibility required for the construction period.

Establish the approximate location and operating condition of lighting and/or traffic control systems which may be affected by the work

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 304.8 mm (one (1) foot) to either side.. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. Note that the contractor shall be entitled to only one request for location marking of existing systems and that multiple requests may only be honored at the contractor's expense. No locates will be made after maintenance is transferred, unless it is at the contractor's expense.

<u>Condition of Existing Systems</u>. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be

taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition."

Add the following to the 1st paragraph of Article 801.05(a) of the Standard Specifications:

"Items from multiple disciplines shall not be combined on a single submittal and transmittal. Items for lighting, signals, surveillance and CCTV must be in separate submittals since they may be reviewed by various personnel in various locations."

Revise the second sentence of the 5<sup>th</sup> paragraph of Article 801.05(a) of the Standard Specifications to read:

"The Engineer will stamp the submittals indicating their status as 'Approved', 'Approved as Noted', 'Disapproved', or 'Information Only'.

Revise the 6<sup>th</sup> paragraph of Article 801.05(a) of the Standard Specifications to read:

"Resubmittals. All submitted items reviewed and marked 'Approved as Noted', or 'Disapproved' are to be resubmitted in their entirety with a disposition of previous comments to verify contract compliance at no additional cost to the state unless otherwise indicated within the submittal comments."

Revise Article 801.11(a) of the Standard Specifications to read:

"Lighting Operation and Maintenance Responsibility. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance the of existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein. Maintenance of lighting systems is specified elsewhere and will be paid for separately

Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for

such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance."

Add the following to Section 801 of the Standard Specifications:

"Lighting Cable Identification. Each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible."

"Lighting Cable Fuse Installation. Standard fuse holders shall be used on non-frangible (non-breakaway) light pole installations and quick-disconnect fuse holders shall be used on frangible (breakaway) light pole installations. Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricant shall be applied to the wire for minimum connection resistance before the terminals are crimped-on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side) and the receptacle side of the holder is connected to the line side."

Revise the 2<sup>nd</sup> paragraph of Article 801.16 of the Standard Specifications to read:

"When the work is complete, and seven days before the request for a final inspection, the full-size set of contract drawings. Stamped "RECORD DRAWINGS", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval. In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate either by filename or PDF table of contents the respective pay item number. Specific part or model numbers of items which have been selected shall be clearly visible."

Add the following to Article 801.16 of the Standard Specifications:

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

- Last light pole on each circuit
- Handholes
- Conduit roadway crossings

- Controllers
- Control Buildings
- Structures with electrical connections, i.e. DMS, lighted signs.
- Electric Service locations
- CCTV Camera installations
- Fiber Optic Splice Locations

Datum to be used shall be North American 1983.

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

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

#### Examples:

Equipment Description	Equipment Designation	Latitude	Longitude
CCTV Camera pole	ST42	41.580493	-87.793378
FO mainline splice handhole	HHL-ST31	41.558532	-87.792571
Handhole	HH at STA 234+35	41.765532	-87.543571
Electric Service	Elec Srv	41.602248	-87.794053
Conduit crossing	SB IL83 to EB I290 ramp SIDE A	41.584593	-87.793378
Conduit crossing	SB IL83 to EB I290 ramp SIDE B	41.584600	-87.793432
Light Pole	DA03	41.558532	-87.792571
Lighting Controller	X	41.651848	-87.762053
Sign Structure	FGD	41.580493	-87.793378
Video Collection Point	VCP-IK	41.558532	-87.789771
Fiber splice connection	Toll Plaza34	41.606928	-87.794053

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

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

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

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

#### POROUS GRANULAR EMBANKMENT, SUBGRADE

Effective: September 30, 1985 Revised: August 1, 2008

This work consists of furnishing, placing, and compacting porous granular material to the lines and grades shown on the plans or as directed by the Engineer in accordance with applicable portions of Section 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumpy, loose soil and for placing under water and shall conform with Article 1004.05 of the Standard Specifications except the gradation shall be as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete

Sieve Size	Percent Passing
*6 in. (150 mm)	$97 \pm 3$
*4 in. (100 mm)	$90 \pm 10$
2 in. (50 mm)	$45 \pm 25$
No. 200 (75 μm)	$5\pm5$

2. Gravel\*\* and Crushed Gravel

Sieve Size	Percent Passing
*6 in. (150 mm)	$97 \pm 3$
*4 in. (100 mm)	$90 \pm 10$
2 in. (50 mm)	$55 \pm 25$
No. 4 (4.75 mm)	$30 \pm 20$
No. 200 (75 μm)	$5\pm5$

<sup>\*</sup> For undercut greater than 18 inches (450 mm) the percent passing the 6 inch (150 mm) sieve may be  $90 \pm 10$  and the 4 inch (100 mm) sieve requirements eliminated.

The porous granular material shall be placed in one lift when the total thickness to be placed is 2 feet (600 mm) or less or as directed by the Engineer. Each lift of the porous granular material shall be rolled with a vibratory roller meeting the requirements of Article 1101.01(g) of the Standard Specifications to obtain the desired keying or interlock and compaction. The Engineer shall verify that adequate keying has been obtained.

A 3 inch (75 mm) nominal thickness top lift of capping aggregate having a gradation of CA 6 will be required when Aggregate Subgrade is not specified in the contract and Porous Granular Embankment, Subgrade will be used under the pavement and shoulders. Capping aggregate will not be required when embankment meeting the requirements of Section 207 of the Standard Specifications or granular subbase is placed on top of the porous granular material.

<sup>\*\*</sup> Not to be used in 30 or 40 year extended life concrete pavement or extended life bituminous concrete pavement (full depth).

Construction equipment not necessary for the completion of the replacement material will not be allowed on the undercut areas until completion of the recommended thickness of the porous granular embankment subgrade.

Full depth subgrade undercut should occur at limits determined by the Engineer. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of 1 foot (300 mm) longitudinal per 1 inch (25 mm) depth below the proposed subgrade or bottom of the proposed aggregate subgrade when included in the contract.

Method of Measurement. This work will be measured for payment in accordance with Article 207.04 of the Standard Specifications. When specified on the contract, the theoretical elevation of the bottom of the aggregate subgrade shall be used to determine the upper limit of Porous Granular Embankment, Subgrade. The volume will be computed by the method of average end areas.

Basis of Payment. This work shall be paid for at the contract unit price per cubic yard (cubic meter) for POROUS GRANULAR EMBANKMENT, SUBGRADE.

The Porous Granular Embankment, Subgrade shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans.

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

Effective: January 1, 2012

Revise Section 1031 of the Standard Specifications to read:

## "SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND SHINGLES

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

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

RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable materials, as defined in Bureau of Materials and Physical Research Policy (BMPR) Memorandom *Reclaimed Asphalt Shingle (RAS) Sources*, by weight of RAS. All RAS used shall come from a BMPR approved processing facility.

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

- (a) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
- (b) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).
- 1031.02 Stockpiles. The Contractor shall construct individual, sealed RAP or RAS stockpiles meeting one of the following definitions. No additional RAP or RAS shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and Processed FRAP) shall be identified by signs indicating the type as listed below (i.e. "crushed natural aggregate, ACBF and steel slag, crystalline structure or Type 2 RAS", etc...).
- (a) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75mm) and ½ in. (12.5mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP

in the coarse fraction shall pass the maximum sieve size specified for the mix the RAP will be used in.

- (b) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 inch single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (c) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or processed (FRAP DQ) but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP/FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, plant cleanout etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present. However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of type 1 RAS with type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval.

The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate

Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type and lot number shall be maintained by project contract number and kept for a minimum of 3 years.

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

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

During stockpiling, washed extraction, and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 ton (900 metric ton) thereafter. A minimum of five tests are required for stockpiles less than 1000 ton (900 metric ton). Once  $a \le 1000$  ton, five-test stockpile has been established it shall be sealed. Additional incoming RAS shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

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

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

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

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

All of the RAP/FRAP extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable (for slag) G<sub>mm</sub>. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAP or FRAP	Conglomerate "D"  Quality RAP
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	$\pm$ 0.4 % $^{1/}$	± 0.5 %
G <sub>mm</sub>	$\pm 0.03^{2/}$	

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

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

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

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

## 1031.04 Quality Designation of Aggregate in RAP/FRAP.

- (a) The aggregate quality of the RAP, Fractionated RAP, Restricted FRAP, Conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the stockpile and are designated as follows:
  - (1) RAP from Class I, Superpave (High ESAL)/HMA (High ESAL), or HMA (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
  - (2) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
  - (3) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
  - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) The aggregate quality of FRAP shall be determined as follows.
  - (1) If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer. If the quality is not known, the quality shall be determined according to note (2) herein:
  - (2) Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

1031.05 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.

The use of RAS shall be as follows:

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

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

#### The use of RAP/FRAP shall be as follows:

- (a) Coarse Aggregate Size (after extraction), The coarse aggregate in all RAP or FRAP shall be equal to or less than the maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP and Restricted FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall in which the coarse aggregate is Class B quality or better. RAP/FRAP shall be considered equivalent to Limestone for frictional considerations unless produced/screened to minus 3/8 inch.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall RAP, Restricted FRAP, Conglomerate, or Conglomerate DQ.

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

## Max Asphalt Binder Replacement RAP Only Table 1

HMA Mixtures 1/, 3/	Maximum % Asphpalt Binder replacement (ABR)		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified

30L	25	15	10
50	25	15	10
70	15	10	10
90	10	10	10
105	10	10	10

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

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

Max Asphalt Binder Replacement RAS or FRAP
Table 2

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

1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt bider replacement shall not exceed 50% of total asphalt binder in the mixture.

2/ When the asphalt binder replacement exceeds 15 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement will require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

3/ For SMA, when the FRAP option is used, the maximum ABR is 15 percent. When the RAS option is used, the maximum ABR is 20 percent. When the asphalt binder replacement in SMA exceeds 10 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e.

the

15 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to a PG70-28).

4/ For IL 4.75 mix, when the FRAP option is used, the maximum ABR is 15 percent. When the RAS option is used, the maximum ABR is 20 percent. When the RAS option is used, a maximum of 5 percent RAS by weight of the mix, shall be permitted. When the ABR in the IL-4.75 exceeds 15 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 16 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to a PG70-28).

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

Max Asphalt Binder Replacement RAS and FRAP Combination
Table 3

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

1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the percent asphalt bider replacement shall not exceed total asphalt binder in the mixture.

2/ When the binder replacement exceeds 15 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement will require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

3/ For SMA, 20 percent ABR from RAS maybe combined with a maximum of 10 percent ABR from FRAP. When the asphalt binder replacement in SMA exceeds 10 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 15 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to a PG70-28).

4/ For IL 4.75, a 20 percent ABR from RAS maybe combined with a maximum of 20 percent ABR from FRAP. When the asphalt binder replacement in the IL-4.75 exceeds 15 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 16 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to a PG70-28).

1031.06 HMA Mix Designs. All HMA mixtures will be required to be tested, prior to submittal for Department verification, according to Illinois Modified AASHTO T324 (Hamburg Wheel) and shall meet the following requirements:

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

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions. For IL 4.75 mm Designs (N-50) the maximum rut depth is 9.0 mm at 15,000 repetions.

1031.07 HMA Production. All HMA mixtures shall be sampled within the first 500 tons on the first day of production or during start up, with a split reserved for the Department. The mix sample shall be tested according to Illinois Modified AASHTO T324 and shall meet the requirements specified herein. The production of such mixture, shall not exceed 1,500 tons or one days production, which ever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture is demonstrated prior to start of mix production for the contract.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAS, RAP and FRAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

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

HMA plants utilizing RAS, RAP and FRAP shall be capable of automatically recording and printing the following information.

(a) Dryer Drum Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (4) Accumulated dry weight of RAS, RAP and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- (7) Residual asphalt binder in the RAS, RAP and FRAP material as a percent of the total mix to the nearest 0.1 percent.
- (8) When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
- (9) Accumulated mixture tonnage.
- (10) Dust removed (accumulated to the nearest 0.1ton)
- (11) Aggregate RAS, RAP and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS, RAP FRAP are printed in wet condition.)
- (b) Batch Plants.
  - (1) Date, month, year, and time to the nearest minute for each print.
  - (2) HMA mix number assigned by the Department.
  - (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
  - (4) Mineral filler weight to the nearest pound (kilogram).
  - (5) RAS, RAP and FRAP weight to the nearest pound (kilogram).

- (6) Virgin asphalt binder weight to the nearest pound (kilogram).
- (7) Residual asphalt binder in the RAS, RAP and FRAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded, FRAP, or single sized will not be accepted for use as Aggregate Surface Course and Aggregate Shoulders."

1030

## **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) .....

(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 $\pm 1/4$ 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."

## REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

This work shall be according to Article 669 of the Standard Specifications and the following:

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.

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

All contaminated materials shall be managed as non-special waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances.

- A) The Environmental Firm shall continuously monitor for worker protection and the Contractor shall manage any excavated soil within the construction limits of this project as fill. Although the soil concentrations exceed the definition of uncontaminated soil, they can be utilized within the construction limits as fill. All storm sewer excavated soils can be placed back into the excavated trench backfill or used within the construction limits of this project as fill. If the soils cannot be utilized within the construction limits as fill then they must be managed off-site as a non-special waste. The following areas can be managed within the construction limits as fill.
  - 1. Station 66+00 to Station 71+60 0 to 60 feet LT/RT (AT&T Lindenhurst Radio Tower, Site 2260-3, 19000 Block of IL 132) non-special waste. Possible Contaminants of concern: VOC, SVOC, and Metals.
  - 2. Station 71+60 to Station 81+50 0 to 60 feet LT/RT (Wooded Land Fourth Lake Forest Preserve, Site 2260-2, 19000 Block of IL 132) non-special waste. Possible Contaminants of concern: VOC, SVOC, and Metals.

## STATUS OF UTILITIES TO BE ADJUSTED

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

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

Name of Utility	Type	<u>Location</u>	Estimated Dates for Start and Completion of Relocation or Adjustments
ComEd Ms. Terri Bleck Manager, Public Relocation Group - Northeast Region 1500 Franklin Blvd. Libertyville, IL 60048 PH: (847) 816-5239 FAX: (847) 816-5348	Electric	Along Grand Avenue	Has poles in the vicinity of the project. No conflicts anticipated.
Comcast Mr. Ted Wyman Right-of-Way Engineer 688 Industrial Drive Elmhurst, IL 60126 PH: (630) 600-6349	Cable	Along Grand Avenue	Located on ComEd poles in the vicinity. No conflicts anticipated.
AT&T Legal Mandate Engineering 1000 Commerce Drive, Floor 2 Oak Brook, IL 60523 PH: (630) 573-5703 FAX: (630) 573-5567	Telephone	Along Grand Avenue	Located on ComEd poles in the vicinity. No conflicts anticipated.
West Shore Pipeline Mr. Bill O'Malley PH: (847) 878-3428	Gas	Along Grand Avenue	Located west of project limits. No conflicts anticipated.

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.

#### **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>	Article/Section
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 REQUIRMENTS

**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.

#### TEMPORARY PAVEMENT

Effective: March 1, 2003 Revised: April 10, 2008

<u>Description</u>. This work shall consist of constructing a temporary pavement at the locations shown on the plans or as directed by the engineer.

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

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

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

Method of Measurement. Temporary pavement will be measured in place and the area computed in square yards (square meters).

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per square yard (square meter) for TEMPORARY PAVEMENT and TEMPORARY PAVEMENT (INTERSTATE).

Removal of temporary pavement will be paid for at the contract unit price per square yard (square meter) for PAVEMENT REMOVAL.

#### **UNDERGROUND RACEWAYS**

Effective: January 1, 2012

Revise Article 810.04 of the Standard Specifications to read:

"Installation. All underground conduit shall have a minimum depth of 30-inches (700 mm) below the finished grade."

Add the following to Article 810.04 of the Standard Specifications:

"All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans."

Add the following to Article 810.04 of the Standard Specifications:

"All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum or 300 mm (12") or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped. The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap. The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125") thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring."

Add the following to Article 810.04(c) of the Standard Specifications:

"Coilable non-metallic conduit shall be machine straightened to remove the longitudinal curvature caused by coiling the conduit onto reels prior to installing in trench, encasing in concrete or embedding in structure. The straightening shall not deform the cross-section of the conduit such that any two measured outside diameters, each from any location and at any orientation around the longitudinal axis along the conduit differ by more than 6 mm (0.25")." The longitudinal axis of the straightened conduit shall not deviate by more than 20 mm per meter (0.25" per foot" from a straight line. The HDPE and straightening mechanism manufacturer operating temperatures shall be followed.

#### WIRE AND CABLE

Effective: January 1, 2012

Add the following to the first paragraph of Article 1066.02(a):

"The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals."

Revise the Aerial Electric Cable Properties table of Article 1066.03(a)(3) to read:

Phase Conductor			Messenger wire		
Size AWG	Stranding	Average Insulation Thickness		Minimum Size AWG	Stranding
		mm	mils		
6	7	1.1	(45)	6	6/1
4	1. 7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1
1/0	19	1.5	(60)	1/0	6/1
2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0	6/1
4/0	19	1.5	(60)	4/0	6/1

Aerial Electric Cable Properties

Add the following to Article 1066.03(b) of the Standard Specifications:

"Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE."

Revise Article 1066.04 to read:

"Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is "Palomino". The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474."

Revise the second paragraph of Article 1066.05 to read:

"The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing."

## 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."



# **Environmental Survey Request Borrow/Waste/Use Areas**

## Borrow/Waste/Use Area Coordinator (217) 782-4771

Α.	Submittal Date: Requesting Agency: DOH DOA Local Other: Previous survey request(s) submitted for this project? Yes No Addendum # Date(s) of prior submittal(s):	
В.	Route:         Marked:         County(ies):         District:           Section:         Project No.:           Job No.:         P-         C-         Contract No.:	
C.	☐ Borrow/ ☐ Waste/ ☐ Use Area Location (Check each which applies.):	
D.	0.00 m³ ( yds³) borrow from this area. Borrow/Waste/Use Area Size: 0.00 ha. ( acres) Current Land Use (Check each which applies.): ☐ Timber ☐ Row Crops ☐ Pasture ☐ Other (Describe):	
E.	Name of Contractor:  Contact Person:  Address:  Name of District/Local Resident Engineer:  Phone:	
F.	Has Borrow Area been approved by Bureau of Materials? (Check one.) Yes No Not Applicable Date of Approval:	
G.	This request is number ##### of requests for this project.	
	(LEAVE THIS SPACE BLANK)	
	ATTACHMENTS REQUIRED	



# Landowner Agreement For BDE 2289

To whom it may concern:	
I, said property owner,	
	nd Address of Property Owner) r and the Illinois Transportation Archaeological Research and/or test excavate said property, located:
	·
(Indicate location of property by county, range, township, sec	tion and sub-section, as necessary.)
	(Signature of Property Owner)
	(Name and Address of Property Owner)
1	owner of said property, do hereby grant
permission for the State Historic Preservation Officer ar Program (ITARP), or their agents, acting on behalf of th artifacts found on said property and agree that all artifact the State Historic Preservation Officer and the Universit	nd the Illinois Transportation Archaeological Research e Illinois Department Of Transportation, to remove cts shall remain in public ownership, in the custody of
	(Signature of Property Owner)
	(Name and Address of Property Owner)
	·



### Storm Water Pollution Prevention Plan

Route	FAP 0541	Marked Rte.	IL RTE 132
Section	10-F3000-00-BT	Project No.	TE-00D1 (842)
County	LAKE	Contract No.	63665
Permit Not from cons I certify un accordant submitted gathering am aware	has been prepared to comply with the provisions of to ILR10 (Permit ILR10), issued by the Illinois Enviror struction site activities.  Under penalty of law that this document and all attacce with a system designed to assure that qualified I. Based on my inquiry of the person or persons who the information, the information submitted is, to the best that there are significant penalties for submitting falseing violations.	chmental Protection chments were prepersonnel proper manage the syste est of my knowledg	Agency (IEPA) for storm water discharges bared under my direction or supervision in by gathered and evaluated the information m, or those persons directly responsible for e and belief, true, accurate and complete. I
			110/1
	Randall Seebach	KN.	1/4/1
	Print Name		Signature
	Land Development Manager		2/14/11
	Title		Date

### Site Description:

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

This improvement is located at Millennium Trail and Grand Avenue approximately 0.8 miles north west of the Grand Avenue and US Highway 45 intersection, in Section 2 of Lake Villa township, Lake County, Illinois.

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

The proposed improvement consists of connecting existing Millennium Trail multiuse path across Grand Avenue and underpass construction to cross under Grand Avenue. The work consists of a bike path underpass structure, earth excavation, storm sewers, drainage structures, HMA pavements, pavement marking, temporary traffic control, lighting, landscaping, erosion control, and reconstruction of existing roadway.

C. Provide the estimated duration of this project:

Lake County Forest Preserve District Agency

7 months

The total area of the construction site is estimated to be 5.9 acres. D.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 5.1 acres.

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

0.31

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

See attached NRCS Soils Map. The Erosivity Index of 4.44 has been determined for a construction period of 10/15/2012 to 10/31/2012.

G. Provide an aerial extent of wetland acreage at the site: Water from the site flows to the Mill Creek which is a tributary to the Des Plaines River. Η. Provide a description of potentially erosive areas associated with this project: Existing soil removal and replacement will be performed as necessary. Ditch lines and steeply sloped areas along the roadway will be subject to potentially erosive conditions while those areas are being constructed. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors ١. (e.g. steepness of slopes, length of slopes, etc); Earth excavation, storm sewer installation, underpass structure construction, roadway reconstruction and terrace restoration / terrace grading. 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 following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the L. receiving waters can be found on the erosion and sediment control plans: Water from the site flows to the Mill Creek which is a tributary to the Des Plaines River. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, M. highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc. 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 1. 303(d) Listed receiving waters (fill out this section if checked above): The name(s) of the listed water body, and identification of all pollutants causing impairment: a. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting b. from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event: 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:				
	0.	The fo	llowi	ng pollutants of concern will be associated with this construction project:				
			Con Con Soli Pair Solv	Sediment  crete  Crete Truck Waste  Crete Curing Compounds  d Waste Debris  crets  Crete Curing Compounds  D Other (specify)				
II.	Conf	rols:						
	desci will b the ir any p	ribed in e respo npleme propose	I.C. a nsibl ntation	ne plan addresses the controls that will be implemented for each of the major construction activities above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor of for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of langes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Income that signed the required certification on forms which are attached to, and are a part of, this plan:				
	A.	Erosic	n and	d Sediment Controls				
		1.	vege prace sode apprinities perrof th	bilized Practices: Provided below is a description of interim and permanent stabilization practices, iding site specific scheduling of the implementation of the practices. Site plans will ensure that existing etation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization tices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, ding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other copriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), stabilization measures shall be sted as soon as practicable in portions of the site where construction activities have temporarily or nanently ceased, but in no case more than seven (7) days after the construction activity in that portion the site has temporarily or permanently ceases on all disturbed portions of the site where construction will occur for a period of fourteen (14) or more calendar days.				
			Where the initiation of stabilization measures by the seventh day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.					
			The	following stabilization practices will be used for this project:				
				Preservation of Mature Vegetation  Vegetated Buffer Strips  Protection of Trees  Temporary Erosion Control Seeding  Temporary Turf (Seeding, Class 7)  Temporary Mulching  Permanent Seeding  Erosion Control Blanket / Mulching  Geotextiles  Other (specify)  Other (specify)  Other (specify)  Other (specify)				
			Des	cribe how the stabilization practices listed above will be utilized during construction:				
Printe	ed 11/29	/2011	Pers Prur	ervation of Mature Vegetation and Protection of Trees will be utilized where applicable, Tree Root ing, Tree Pruning (1 to 10 inch Diameter), and Tree Pruning (over 10 inch Diameter) in accordance  Page 3 of 8  BDE 2342 (Rev. 1/28/2011)				

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with Section 201 of the IDOT "Section Specifications" for Road and Bridge Construction" shall be used to preserve existing trees.

Temporary Erosion Control Seeding shall be used to protect bare earth while construction is continuing elsewhere.

Erosion Control Blanket will be used to prevent erosion, assist in germination of the seeds, and protect the seeds, all areas receiving pulverized topsoil, fertilizer, and seed shall be covered.

Geotextiles will be placed in all areas with unsuitable soils under the Porous Granular Embankment.

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

Permanent Seeding shall be applied to all disturbed soil areas according to the Erosion Control and Landscaping Plans.

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:

$\boxtimes$	Perimeter Erosion Barrier		Rock Outlet Protection
$\boxtimes$	Temporary Ditch Check	$\boxtimes$	Riprap
$\boxtimes$	Storm Drain Inlet Protection		Gabions
	Sediment Trap		Slope Mattress
	Temporary Pipe Slope Drain		Retaining Walls
	Temporary Sediment Basin		Slope Walls
	Temporary Stream Crossing		Concrete Revetment Mats
$\boxtimes$	Stabilized Construction Exits	$\boxtimes$	Level Spreaders
	Turf Reinforcement Mats		Other (specify)
	Permanent Check Dams		Other (specify)
	Permanent Sediment Basin		Other (specify)
	Aggregate Ditch		Other (specify)
	Paved Ditch		Other (specify)

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

Perimeter Erosion Barrier will be provided along the project construction limits to minimize potential erosion sediment runoff where indicated in the plans or as approved by the Engineer.

Temporary Ditch Checks, Urethane Foam/Geotextile will be placed every 100 feet along a ditch line or as approved by the Engineer to minimize erosion sediment runoff.

Storm Drain Inlet Protection will be placed at storm sewer structures per the Erosion Control Plans to reduce sediment inflitration and downstream erosion.

Stabilized Construction Exits will be provided where construction machinery will be leaving the site to minimize soil disturbance.

Riprap will be used at the location where storm water will flow out of the enclosed drainage system.

Level Spreaders will be used at locations where storm water from the roadway system flows off-site to an existing outfall.

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

- 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:

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

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

See Erosion Control and Landscaping Plans.

- 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. The construction field engineer on a bi-weekely basis shall inspect the project to determine that erosion control efforts are in place and effective and if other control is necessary. Sediment collected during the construction by various temporary erosion systems shall be disposed on the site on a regular basis as directed by the Engineer.

All erosion control measures will be checked weekly and after each significant rainfall (0.5 inches or greater in a 24 hour period.)

All maintenance of the erosion control systems will be the responsibility of the contractor. All locations where vehicles enter and exit the construction site and all other areas subject to erosion should also be inspected periodically. Inspection of these areas shall be made at least once every seven days and within 24 hours of the end of each 0.5 inch or greater rainfall.

### Inspections:

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

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

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

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

Springfield, Illinois 62794-9276

### V. Failure to Comply:

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



### **Contractor Certification Statement**

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

Route	FAP 0541	Marked Rte.	IL RTE 132
Section	10-F3000-00-BT	Project No.	TE-00D1 (842)
County	LAKE	Contract No.	63665
			,
This cert Permit N	ification statement is a part of the SWPPP for o. ILR10 issued by the Illinois Environmental P	the project described rotection Agency.	above, in accordance with the General NPDES
I certify u associate	under penalty of law that I understand the term and with industrial activity from the construction	s of the Permit No. ILI site identified as part o	R 10 that authorizes the storm water discharges of this certification.
mentione	ed project; I have received copies of all approprito be in compliance with the Permit ILR10 a	riate maintenance prod	rements stated in the SWPPP for the above cedures; and, I have provided all documentation provide timely updates to these documents as
☐ Con	tractor		
☐ Sub	-Contractor		
		*	
	Print Name		Signature
1	Title		Date
	Name of Firm		Telephone
	Street Address		City/State/ZIP
Items wh	ich this Contractor/subcontractor will be respor	nsible for as required i	n Section II.5. of the SWPPP:

Sour Map—Lake County, Illinois

# MAP LEGEND

Soil Map-Lake County, Illinois

# Area of Interest (AOI)

Area of Interest (AOI)

Very Stony Spot Wet Spot

Other

Soil Map Units

Soils

Special Point Features

Blowout

Э ×

Borrow Pit

Clay Spot

Special Line Features Gully ري

Short Steep Slope

Other

Cities Political Features 0

Closed Depression

Oceans Water Features

**Gravelly Spot** 

Gravel Pit

Streams and Canals

[ransportation]

Interstate Highways Rails ‡

Marsh or swamp

Lava Flow

Landfill

Mine or Quarry

Major Roads US Routes

Miscellaneous Water

Perennial Water

Rock Outcrop

Local Roads ₹

Saline Spot

Severely Eroded Spot Sandy Spot

Slide or Slip Sinkhole

Sodic Spot

Stony Spot

Spoil Area

# MAP INFORMATION

Map Scale: 1:3,220 if printed on A size (8.5" × 11") sheet.

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for accurate map measurements.

Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov Source of Map: Natural Resources Conservation Service Coordinate System: UTM Zone 16N NAD83 This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Version 5, Feb 12, 2010 Soil Survey Area: Lake County, Illinois Survey Area Data: Date(s) aerial images were photographed: 7/31/2007

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident. The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

# **Map Unit Legend**

	Lake County, Illinois (IL097)					
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI			
23A	Blount silt loam, 0 to 2 percent slopes	5.0	20.3%			
103A	Houghton muck, 0 to 2 percent slopes	1.9	7.6%			
530B	Ozaukee silt loam, 2 to 4 percent slopes	5.0	20.2%			
530C2 .	Ozaukee silt loam, 4 to 6 percent slopes, eroded	, 2.5	10.0%			
530E2	Ozaukee silt loam, 12 to 20 percent slopes, eroded	10.3	41.9%			
Totals for Area of Interest		24.6	100.0%			



United States Environmental Protection Agency Washington, DC 20460

### **Low Erosivity Waiver Certification**

This form provides notice to EPA that you, the project operator identified in Section I of this form, are certifying that construction activity at the project site identified in Section II, will take place during a period when the rainfall erosivity factor is less than five [40 CFR 122.26(b)(15)(i)(A)]. By submitting a complete and accurate form, the otherwise applicable NPDES permitting requirements for stormwater discharges associated with construction activity, are waived. Based on your certification, a waiver is granted for the period beginning on the date this Low Erosivity Waiver Form is mailed to EPA (i.e., postmark date), or the project start date specified in Part III of this form, whichever shall occur last, and ending on the project completion date specified in Part III. Refer to the instructions at the end of this form for more details.

Part III. Refer to the instructions at the end of this form for more details.				
I. Operator Information				
Company				
IRS Employer Identification Number (EIN):				
Mailing Address:				
Street:				
City: Zip Code: Zip Code:				
Contact Name:				
Phone: Fax (optional):				
Email: [				
II. Construction Project/Site Information				
Project/Site Name:				
Project Street/Location:				
City:				
County or similar government subdivision:				
Latitude and Longitude (Use one of three formats given, and specify the source)				
1. Degrees, minutes, seconds (e.g., 76°, 30′, 45″)  Latitude:^				
2. Degrees, minutes with 2 decimal places (e.g., 76° 30.75′)				
3. Degrees, minutes with 4 decimal places (e.g., 76.5125°) ^ N ^ N				
Lat/Lon source? ☐ USGS topographic map ☐ EPA Web siting tool ☐ GPS ☐ Other (specify source):				
If you used a USGS topographic map, what is the scale?				
Horizontal Reference Datum? ☐ NAD 27 ☐ NAD 83 or WGS 84 ☐ Unknown				
• Is the project located on Indian country?   Yes  No If yes, enter Indian reservation name				
• Is the project a federal facility or part of a federal facility? ☐ Yes ☐ No				
<ul> <li>Is the project located in the State of Oklahoma and associated with oil and gas exploration, drilling, operations, and pipelines         (includes SIC Groups 13 and 46, and SIC codes 492 and 5171)? ☐ Yes ☐ No</li> </ul>				
• Is the project located in the State of Oklahoma and associated with agricultural production, services and silviculture (includes SIC Groups 01, 02, 07, 08 and 09)? ☐ Yes ☐ No				
• Is the project located in the State of Texas and associated with the exploration, development, or production of oil or gas or geothermal resources, including transportation or crude oil or natural gas by pipeline?				
Estimated Area to be Disturbed (to the nearest quarter acre):				

III. Rainfall Erosivity Factor Calculation Data						
Project Start Date: / / / Project Completion Date: / / / / / / / / / / / / / / / / / / /						
Month Day Year Month Day Year						
Are interim non-vegetative site stabilization measures used to establish the project completion date for purposes of obtaining this waiver?						
Rainfall erosivity factor (R factor):						
Rainfall erosivity factor was calculated by using:  Online calculator EPA Fact Sheet 3-1 USDA Handbook 703						
IV. Operator Certification						
I certify under penalty of law that: (1) construction activity at the project or site specified in Part II shall disturb less than five acres and shall take place during a period when the rainfall erosivity factor is less than five, (2) final stabilization will be completed as defined in the Construction General Permit, and (3) 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. Further, if interim non-vegetative measures are used to establish the end of the construction period for the purposes of obtaining this waiver, I commit to periodically inspect and properly maintain the area until the criteria for final vegetative stabilization have been met.						
Print Name:						
Print Title:						
Signature:						
Month Day Year						
Email:						





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Rainfall Erosivity Factor Calculator for Small **Construction Sites** 

**Facility Information** 

Facility Name:

Start Date: 10/15/2012 End Date: 10/31/2012 Latitude: 42.3941 Longitutde: -88.0

**Erosivity Index Calculator Results** 

AN EROSIVITY INDEX VALUE OF 4.44 HAS BEEN DETERMINED FOR THE CONSTRUCTION PERIOD OF 10/15/2012 - 10/31/2012.

A rainfall erosivity factor of less than 5.0 has been calculated for your site and period of construction. Contact your permitting authority to determine if you are eligible for a waiver from NPDES permitting requirements. If you are covered under EPA's construction general permit then you can use eNOI to submit your low erosivity waiver certification.

If your construction activity extends past the project completion date you specified above, you must recalculate the R factor using the original start date and a new project completion date. If the recalculated R factor is still less than 5.0, a new waiver certification form must be submitted before the end of the original construction period. If the new R factor is 5.0 or greater, the operator must submit a Notice of Intent to be covered by the Construction General Permit before the original project completion date.

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Last updated on August 07, 2009 3:37 PM URL:http://cfpub.epa.gov/npdes/stormwater/lew/erosivity\_index\_result.cfm

### **Erosion and Sediment** Control Analysis

1.	a.	Phase (0.4 he	e I & II NPDES Storm Water Permit Requirements (Applicable to all projects involving soil disturbance of 1 acre
		Will th	ne project involve soil disturbance of 1 acre (0.4 hectares) or more?
		$\boxtimes$	Yes The project must comply with the Phase II NPDES Storm Water Permit Requirements.
			No
2.		oil distu	tion, the known location of bridges and culverts. Indicate the anticipated size of each and the nature urbance activity (les) that each will involve (e.g., slope grading, channel shaping, watercourse
			ide underpass and will be constructed across Grand Avenue at station 198+97, for construction of avation, undercutting, and slope grading will be anticipated.
3.	from se special	dimenta commit	be and identify the location, by station, of any resources requiring special consideration for protection ation, such as wetlands, endangered and threatened species locations, or other resources involving tments for protection.
			n as wetlands & special consideration areas are reflected within the contract plans. See Landscaping ntrol and Plan and Profile plan sheets for protective measures.
4.	When p Maps) i	ossible n locati	e, graphically indicate on a map or plan drawing the drainage areas, and soil types (via. County Soils ons of the project to be affected by clearing and grubbing, excavation or placement of embankment.

Also describe or indicate any locations in which known soil disturbance by others (e.g., for agricultural crop production) could introduce additional sediment within the project limits. Highly erodible soils will affect the complexity needed in the ESC plan.

See the attached Soils Map and Landscaping and Erosion Control Plan for locations and additional information.

5. When possible, graphically indicate on a map or plan drawing the locations in which routine practices such as ditch checks and perimeter silt fence will be used and indicate the type and location of other, non-routine practices recommended to use.

See Landscaping and Erosion Control plan.

\*Note: This form is NOT to take the place of the SWPPP, but is to provide information to go into the project report for the benefit of the R.E.



# Storm Water Pollution Prevention Plan

### **Erosion Control Inspection Report**

Date	e of Inspection:		County:	LAKE			
Name of Inspector:			Section:	10-F3000-00-BT			
Тур	e of Inspection: Weekly	•	Route:	IL RTE 132			
	>0.5" Precip. □	Precip. Amt:	_ " District:	No.1			
Con	tractor:		Contract N	o:			
Sub	s:	,,,,	Job No.				
		m mud ud kanthuru	Project:	•			
NPE	DES/ESC Deficiency Deduction:	\$	NPDES Pe	ermit No:			
Tota	al Disturbed Area:	acre	Ready for I	inal Cover:		acre	
			Final Cove	r Established:		acre	)
Ero	sion and Sediment Control Prac	tices					
Item	n#/BMP				YES	ИО	N/A
1.	permanently ceased	osed areas where soil dis l, and not permanently st accordance with the NP	abilized, have a	dequate temporary seed or			
2.		ng and temporary) clear o dequate stabilization and					 
3.		Are all perimeter erosion Has perimeter barrier no l stabilized?		working order? een removed and the area			
4.		Are all temporary ditch ch Are the current ditch chec					
5.	Temp Diversions/ Slope Drains:  Are all Tem	porary Diversions and Sl	ope Drains fund	tioning properly?			
6.		et protection devices in g et filters less than 25% fu					
7.		diment basins/traps in go ient capacity exist for the					
8.		airie/Tree Preservation: ntractor remained clear o intrusion" areas adequate					
9.		s properly situated and m discharge of materials or		vent runoff and protected of erosion?			
10.		orrow and waste location pliance with NPDES req		se located offsite, in			
11.		other BMP installations she in comments)	nown in the plan	s properly functioning?			
Gen	neral Site Maintenance Required	of the Permit					
12.	<b>Tracking:</b> road areas thr Are Stabilized Cor	n mud, sediment and dek oughout the site? nstruction field entrances nstruction field entrances	properly located				

Printed on: 5/2/2011

			·				
ltem	# / BMP			YES	NO	N/A	
13.	Concrete Washout Areas:	Are concrete washout areas adequately signed and maintained? Has all washout occurred only at designated washout locations?					
14.	Staging/Storage Areas:		Are all staging/storage facilities free of litter, leaking containers, leaking equipment, spills, etc?				
15.	Fuel/Chemical Storage:		hemicals stored only in designated locations? locations free of evidence of leaks and or spills?				
16.	Previous Inspection Follow Up:		ns from the last report been properly completed? S/ESC Deficiency Deduction been assessed?				
17.		II changes to the projened and dated?	ects SWPPP been noted on the graphic site plan,				
18.	Dischare of If Yes, has the	ne Illinois Environmen	of concern been released from the project site? tal Protection Agency been notified within 24 hours				
_	mailed wi	thin 5 days?	narge and an Incidence of Non-Compliance (ION)				
Spec	ific Instructions Related to	"No" Answers From	n Above:			1	
Item	# Station or Station to Station	Practice	Comments/Actions Required			e for pair	
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Othe	r Comments:						
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Addi	tional Pages (Attached As	Needed)	·				
	Outfalls / Receiving Waters Drainage Structure/Ditch Che Additional Instructions to Cor	eck Locations	er:				
Repa	airs and stabilization are to be	completed within 24	ntractor is hereby ordered to correct the deficiency. hours of this report (or as indicated above) or the Dareach noted deficiency until the required action is co		d.		
Inspe	ector's Signature		Date/Time:	·			
Cont	ractor's Signature		Date/Time:				
	al: Proiect File	<del> </del>					

cc: Contractor

Printed on: 5/2/2011 Page 2 of 2 BC 2259 (Rev. 05/15/09)



# Illinois Environmental Protection Agency

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

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

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

For Office Use Only

OWNER INFORMATION					Bor	mit No. II Da	10
Company/Owner Name: LAKE COUNTY	FOREST PRI	ESERVE DIST	RICT		Per	IIIILINO. ILIX	10
Mailing Address: 1899 WEST WINCHESTER ROAD Phone: (847) 968-3262							
City: LIBERTYVILLE	State: IL	Zip: 60048		Fax:			·
Contact Person: MR. RANDALL L. SEE	BACH		_ E-mail: F	RSEEBAC	H@LC	FPD.ORG	
Owner Type (select one) County							
CONTRACTOR INFORMATION				MS4 Cor	nmunity	y: Yes	✓ No
Contractor Name:							
Mailing Address:				Phon	e:		
City:						-	
CONSTRUCTION SITE INFORMATION	ON						
Select One: New Change	of information	n for: ILR10 _					
Project Name: FAP ROUTE 0541 MILLE	NNIUM TRAI	IL UNDERPAS	3S	_ Count	y: <u>Lak</u>	се	
Street Address: 19625 W GRAND AVE		City: LAKE	VILLA	i	L Zip	: <u>60046</u>	
Latitude: <u>42</u> <u>23</u> <u>40</u>	Longitude:	<u>88</u> <u>01</u>	00	12		45N	10E
(Deg) (Min) (Sec)		(Deg) (N	/lin) (Se	ec) Se	ection	Township	Range
Approximate Construction Start Date	May 1, 2012	Approx	kimate Cons	truction E	nd Date	Nov 1,	2012
Total size of construction site in acres: <u>5</u> .	9			Fe	ee Sche	edule for Con	struction Sites:
If less than 1 acre, is the site part of a larg	ger common į	plan of develo	pment?	Le	ess thar	n 5 acres - \$	3250
Yes No			•	3	or more	acres - \$75	
STORM WATER POLLUTION PREVE		N (SWPPP)					
Has the SWPPP been submitted to the Ag	-		✓	Yes	No		
(Submit SWPPP electronically to: epa.cor		- ,			<b></b>		
Location of SWPPP for viewing: Address:	1899 WEST	WINCHESTE	RROAD		City:	LIBERTYVI	LLE
SWPPP contact information:					-	ector qualifica	itions:
Contact Name: RANDALL L. SEEBACH				<del> </del>	Othe	r	
Phone: <u>(847) 968-3262</u> Fax	:		E-mail	: RSEEB	ACH@I	LCFPD.ORG	
Project inspector, if different from above					Inspe	ector qualifica	itions:
Inspector's Name:							
Phone: Fax:			_ E-mail:	: <sub></sub>			

IL 532 2104 WPC 623 Rev 5/10 This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

TYPE OF CONSTRUCTION (select one) Construction Type Other	
SIC Code:	
Type a detailed description of the project:	
THE PROPOSED IMPROVEMENT CONSISTS OF CON	NECTING EXISTING MILLENNIUM TRAIL MULTIUSE
PATH ACROSS GRAND AVENUE AND UNDERPASS (	CONSTRUCTION TO CROSS UNDER GRAND AVENUE.
THE WORK CONSISTS OF A BIKE PATH UNDERPASS	S STRUCTURE, EARTH EXCAVATION, STORM SEWERS,
DRAINAGE STRUCTURES, HMA PAVEMENTS, PAVE	MENT MARKING, TEMPORARY TRAFFIC
CONTROL, LIGHTING, LANDSCAPING, EROSION CO	NTROL, AND RECONSTRUCTION OF EXISTING
ROADWAY.	
Illinois law on:  Historic Preservation Agency  Yes  — —	SPECIES COMPLIANCE ncies to satisfy applicable requirements for compliance with No
RECEIVING WATER INFORMATION	
Does your storm water discharge directly to: ✓ Waters	s of the State or Storm Sewer
Owner of storm sewer system:	
Name of closest receiving water body to which you disch	arge: MILL CREEK
Mail completed form to: Illinois Environmental Protection Division of Water Pollution Contr Attn: Permit Section Post Office Box 19276 Springfield, Illinois 62794-9276 or call (217) 782-0610 FAX: (217) 782-9891	<del>-</del> -
Or submit electronically to: epa.constilr10swppp@illinois.	<u>.gov</u>
in accordance with a system designed to assure that qual submitted. Based on my inquiry of the person or persons for gathering the information, the information submitted is complete. I am aware that there are significant penalties f	tachments were prepared under my direction and supervision lified personnel properly gather and evaluate the information who manage this system, or those persons directly responsible, to the best of my knowledge and belief, true, accurate, and for submitting false information, including the possibility of fine of the permit, including the development and implementation ag program plan, will be complied with.
Any person who knowingly makes a false, fictitious, or frau commits a Class 4 felony. A second or subsequent offense	edulent material statement, orally or in writing, to the Illinois EPA e after conviction is a Class 3 felony. (415 ILCS 5/44(h))
Owner Signature:	
, and the second	LAND DE CHARLES AND CHARLES
RANDALL L. SEEBACH	LAND DEVELOPMENT MANAGER  Title:
Printed Name:	Title:

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

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

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

Illinois Environmental Protection Agency Division of Water Pollution Control Permit Section Post Office Box 19276 Springfield, Illinois 62794-9276 or call (217) 782-0610 FAX: (217) 782-9891

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

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

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

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

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

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

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

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

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

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

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

SWPPP should be submitted electronically to: <a href="mailto:epa.constilr10swppp@illinois.gov">epa.constilr10swppp@illinois.gov</a> When submitting electronically, use Project Name and City as indicated on NOI form.



WWW MSETING.COM

### MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive, Unit 6 East Dundee, Illinois 60118 (847) 844-1895 f(847) 844-3875

April 7, 2011

Mr. Reid T. Magner, P.E. Civiltech Engineering, Inc. 450 East Devon, Suite 300 Itasca, Illinois 60143

Re:

**Grand Avenue Underpass** 

Lake County, Illinois MSET File No. 11218

Dear Mr. Magner:

We have completed the exploration and analysis requested for the referenced project. Our findings and recommendations are presented in the attached report. We are transmitting three (3) copies for your use and further distribution.

If you have any questions regarding this report, please feel free to call.

Sincerely,

MIDLAND STANDARD ENGINEERING & TESTING, INC.

Michael H. Prigge, E.I.T

Staff Engineer

William J. Wyzgala, P.E.

Principal Engineer

**Enclosures** 



### INTRODUCTION

### Purpose

The purpose of this exploration and analysis was to determine the various components of the soil, the engineering characteristics of the foundation materials, and to provide criteria for use by the design engineers in preparing the project plans for the proposed culvert.

### Scope

The scope of this exploration and analysis included review of available information from previous work conducted in the area, field and laboratory testing, analysis of the data obtained, formulation of our recommendations and preparation of this report. The field exploration included making six (6) soil borings along Millennium Trail and two (2) pavement cores on Grand Avenue.

### General

The exploration and analysis of the foundation and subgrade conditions reported herein are considered sufficient in detail and scope to form a reasonable basis for final design. This report has been prepared for the exclusive use and specific application to the proposed project.

The recommendations submitted are based on the available information provided. Any revisions in the plans for the proposed structure from those enumerated in this report should be brought to the attention of the Soils Engineer to determine if changes in the recommendations are required. Any deviation from the noted subsurface conditions that are encountered during construction should also be brought to the attention of the Soils Engineer.

The Soils Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been promulgated after being prepared in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics, and engineering geology. No other warranties are implied or expressed.

After plans and specifications are more complete, it is recommended that the Soils Engineer be provided the opportunity to review the final design and specifications in order that earthwork and foundation recommendations may be properly interpreted and implemented. It may be necessary to submit supplemental recommendations at that time.

### Referenced Documents

The soils exploration and survey was performed in accordance with the State of Illinois, 'Geotechnical Manual' dated January 1, 1999.

### PROJECT LOCATION AND DESCRIPTION

### **Project Site Description and Location**

The project includes the construction of a pedestrian underpass by extending the Millennium Trail from the south side to the north side of Grand Avenue located in Lake County, Illinois. The anticipated underpass structure consists of a three or four-sided precast, reinforced concrete element with a total length of 100 feet. At each end of the underpass, concrete head walls will be incorporated to hold back the roadway embankment. Reinforced concrete pipe storm sewer will be installed from the south side of Grand Avenue and will run to the north side to allow for

movement of water in the drainage to move around the bike path and underpass. Two solider pile retaining walls will be installed along the bike path on the south side of Grand Avenue, where the trail begins to descend to meet the underpass grade.

### FIELD EXPLORATION

### General

The procedures for this exploration were conducted in accordance with the appropriate Illinois Department of Transportation Standards. The borings were supervised by a field engineer from Midland Standard Engineering & Testing, Inc. The soil specimens obtained were transported to our laboratory for testing and analysis. Our project engineer has directed all phases of this investigation.

### Pavement Sampling Procedures

Pavement cores were made with a 4-inch diameter core barrel/electric drill setup to sample all pavement components. A sample of the subgrade soil was obtained with hand auguring equipment.

### Soil Drilling and Sampling Procedures

The soil borings were performed with a truck mounted drill rig equipped with a rotary head. Continuous flight augers were used to advance the boreholes. Representative samples of the profile soils were obtained by use of split-spoon sampling methods in accordance with ASTM procedure D 1586.

During the split-spoon sampling procedures, a standard penetration test was performed in accordance with current ASTM D 1586 procedures. At sampling intervals, advancement of the boring was stopped and all loose material was removed from the borehole. The sampler was then lowered into the borehole and was seated in undisturbed soil by pushing or tapping, taking suitable precautions that the rods were reasonably tight. The sampling spoon was then advanced by driving with an automatic drop hammer. During the sampling procedure, the standard penetration value (N) of the soil was determined. The standard penetration value (N) is defined as the number of blows of a one hundred forty pound (140 lb) hammer required to advance the spoon sampler one foot (12") into the soil.

The results of the standard penetration tests indicate the relative density and comparative consistency of the soils and thereby provide a basis for estimating the relative strength and compressibility of the soil profile components. The results of the standard penetration tests can be found on the boring logs in attached to this report.

### **Strength Tests**

A calibrated hand penetrometer was used to aid in determining the strength and consistency of cohesive soil samples (Qp) in the field. Split-spoon samples were subjected to unconfined compressive strength testing (Qu) by the RIMAC Method as modified by IDOT. Consideration must be given to the manner in which the values of the unconfined compressive strength were obtained. Split-spoon sampling techniques provide a representative, but somewhat disturbed soil sample.

### Water Level Measurements

Water level observations were made during and immediately after the boring operations and are noted on the boring logs. In relatively pervious, sandy soils, the water level elevations would be considered reliable. In relatively impervious, clayey soils, the accurate determination of the groundwater elevation may not be possible, even after several days of observation. Seasonal

variations, temperature and recent rainfall conditions may influence the levels of the groundwater table, and volumes of water will depend on the permeability of the soils.

### LABORATORY TESTING

### Scope

A supplemental laboratory-testing program was conducted to ascertain additional pertinent engineering characteristics of the foundation materials necessary in analyzing the behavior of the proposed construction. The soils laboratory work was performed in accordance with applicable ASTM standards. The laboratory-testing program included supplemental visual classification, unconfined compressive strength on cohesive samples and moisture contents on all samples. The results of the laboratory testing are reported on the boring logs in the appendix.

The soils encountered in the borings have been classified using both the IDOT Textural Classification System, and the AASHTO Engineering Soil Classification System (AASHTO, M-145).

### SUBSURFACE AND SUBGRADE CONDITIONS

### **Pavement Conditions**

Two pavement cores (C-1 and C-2) were performed on Grand Avenue in the area of the proposed underpass. Pavement materials encountered consisted of a 1-1/2" Bituminous Slag Surface course. In the westbound lane, alternating lifts of Bituminous Binder and Bituminous Surface mixes were encountered to a depth of 5-3/4" below the top of existing pavement. Beneath the bituminous concrete, 7-3/4" of Portland Cement Concrete (PCC) was encountered for a total pavement thickness of 13-1/2". The pavement material was found to be in fair to good condition and was determined to have a structural number (Sn) of 3.52.

On the eastbound lane, multiple lifts of Bituminous Binder/Base Course were encountered beneath the Slag Surface course extending for a total pavement thickness of 13-1/4". The pavement was found to be in fair to good condition and was determined to have a structural number (Sn) of 3.15.

Pavement materials encountered are summarized on the appended Pavement Core Measurement Log.

### Subsurface Conditions

Soil borings (B-1 through B-6) were performed along the Millennium Trail with five borings located south and one boring located north of Grand Avenue. The soils encountered primarily consisted of black topsoil over brown to brown and grey Silty CLAY, A-6. The Silty CLAY encountered was found to be stiff to very hard in consistency with unconfined compressive strengths (Qu) of 1.24 to 10.90 tsf and moisture contents of 15 to 26 percent. Grey Silty CLAY, A-6 was encountered beneath the brown Silty CLAY at an elevation of 772.5 at the north end to 782.2 towards the south. The grey Silty CLAY was stiff to very stiff in consistency with unconfined compressive strengths (Qu) of 1.01 to 3.57 tsf and moisture contents of 11 to 20 percent.

Details of the materials encountered and laboratory test results are presented on the appended boring logs.

### **Groundwater Conditions**

Groundwater measurements were made during and immediately after the drilling operations. Groundwater was encountered at all of the boring locations with the exception of boring B-5, at an elevation of 772.0 at the north end to 787.7 towards the south.

Details of the groundwater measurements are presented on the appended boring logs.

### **UNDERPASS STRUCTURE RECOMMENDATIONS**

### **Underpass Discussion**

The trail underpass structure is expected to be a four-sided precast concrete through box or a three-sided precast or cast in place structure with wall footings and a CIP base/floor slab. The base slab/top of bike trail for the structure is estimated to be located approximately 12 to 13 feet below the crown of the existing roadway, elevation ±776. The length of the underpass is 100 feet and CIP wing walls, probable 'T' walls, perpendicular to the underpass structure will hold back the roadway embankment at each end.

### **Underpass Subgrade Conditions**

Hard to very hard Silty CLAY, suitable for support of a precast culvert structure or CIP base slab, was encountered in borings B-1 and B-2 at the anticipated subgrade elevation. Groundwater was encountered below this elevation at the time of our field investigation and relatively dry subgrade conditions are expected. The exposed subgrade soil should be protected by installing a 6-inch minimum thick layer of open graded aggregate, such as crushed IDOT CA-07. This protective layer should be placed soon after excavation and approval of bearing soil.

### Foundation Design Criteria

The underpass structure may be three side with the walls supported by CIP footings. The underpass ends will likely have CIP wing walls supported on footings. All footings should be located at a minimum depth of 3-1/2 feet below final exterior grade or tunnel slab grade to eliminate the affects of frost action and alleviate the effects of seasonal variation in moisture content on the behavior of the foundation system. All footings should be founded a minimum depth of 0.5 feet below the bottom any unsuitable support material encountered. Suitable bearing soil is expected at design depth in the natural, very stiff to hard, Silty CLAY.

A net allowable soil bearing pressure up to 3000 pounds per square foot may be used to footings founded at the recommended depth on approved properly prepared natural profile soils or a properly constructed Granular Structural FILL.

### Lateral Earth Pressures on Walls

An active earth pressure of 45 pounds per square foot per foot depth/equivalent fluid pressure can be used for design analysis in all cases where drained conditions are provided behind the walls to prevent the accumulation of hydrostatic pressures. An increased design lateral pressure of 85 pounds per square foot per foot depth/equivalent fluid pressure, should be used for undrained walls below the design water level. It is emphasized that these active pressures assume that the wall is allowed to yield, enough to allow an active pressure state to develop. The effects of surcharge loads and live loads on the ground surface behind the wall must then also be added to these earth pressures.

If a particular wall is rigidly restrained, such as the sides of a box or three-sided culvert, then an at-rest earth pressure condition is more appropriate. Equivalent fluid pressures of 95 and 110 pounds per square foot per foot depth for the drained and undrained cases, respectively, should be used. Permanent retaining structures founded in the very stiff to hard Silty CLAY may be designed to develop a lateral passive earth pressure of 360 pounds per square foot, per foot depth/equivalent fluid pressure.

A friction factor (Tan d) = 0.35 between the soil and the base of wall should be used, and a minimum sliding stability factor of safety of 2.0 should be provided.

### Wall Backfill and Drainage

To reduce the amount of additional pressure applied to the wall by high groundwater, swelling of backfill soils, and in cold climates, the formation of ice lenses behind the wall, proper drainage of the backfill is essential. Free draining granular soil with a silt and clay content of less than 6 percent, such as IDOT Porous Granular Backfill, Section 209 of the "Standard Specification for Road and Bridge Construction" is recommended for backfill behind the wall. The granular backfill should extend a minimum of two (2) feet out from the back of the wall, and an outlet for water should be provided at the base of the back fill in the form of properly spaced weep holes through the wall or a perforated, continuous drain pipe. The backfill should be placed in uniform 9" lifts and compacted to 95 percent of ASTM D-698, standard proctor. The backfill should be compacted with appropriate sized equipment so that the wall is not damaged or moved. The excavation and backfill of the structure should be in accordance with Section 502 of Standard Specifications.

### **Temporary Construction Slopes and Construction Dewatering**

In order to remain stable throughout the construction period, excavation side slopes in the very stiff to hard Silty CLAY should be flattened to a slope of 1.25 horizontal to 1 vertical or otherwise supported. Note that OSHA requirements dictate the use of sloping back or shoring and bracing of excavations. All work should be done in accordance with OSHA and local requirements.

All excavations and subgrade soils should be protected from excessive rainfall, surface runoff and groundwater seepage. A gravity drainage system with collector trenches and sloped grades to direct flow to sumps equipped with standard pumps or other sump and pump dewatering procedures will be sufficient for this purpose.

### RETAINING WALL DISCUSSION AND DESIGN CRITERIA

### **Retaining Wall Discussion**

On the south side of the underpass structure, the grade is such that the trail will be excavated to lower grade and align with the underpass. Retaining walls will be utilized on both sides of the path to hold back original grade in the lowered path section. The trail adjoins an exiting service road to the east and forest preserve parking lot to the west. Because of these location constraints and general economics, a soldier pile wall is currently being considered. A soldier pile wall can be constructed with a patterned cast in place facing, that is more aesthetically pleasing than a standard sheet pile wall. A cast in place concrete wall would require more room to construct, but may still be an option.

### **Retaining Wall Earth Pressures**

An active earth pressure of 45 pounds per square foot per foot depth/equivalent fluid pressure can be used for design analysis in all cases where drained conditions are provided behind the walls to prevent the accumulation of hydrostatic pressures. An increased design lateral pressure of 85 pounds per square foot per foot depth/equivalent fluid pressure, should be used for undrained walls below the design water level. It is emphasized that these active pressures assume that the wall is allowed to yield, enough to allow an active pressure state to develop. The effects of surcharge loads and live loads on the ground surface behind the wall must then also be added to these earth pressures.

If a particular wall is rigidly restrained, then an at-rest earth pressure condition is more appropriate. Equivalent fluid pressures of 95 and 110 pounds per square foot per foot depth for the drained and undrained cases, respectively, should be used. Permanent retaining structures founded in the very stiff to hard Silty CLAY may be designed to develop a lateral passive earth pressure of 360 pounds per square foot, per foot depth/equivalent fluid pressure.

A friction factor (Tan d) = 0.35 between the soil and the base of wall should be used, and a minimum sliding stability factor of safety of 2.0 should be provided.

### Solder Pile Foundation Recommendations

A solder pile retaining wall derives resistance to the earth pressure loading from lateral soil strength provided by the existing soil against the sides of the embedded piles. The amount of earth force to be resisted for a section of wall will determine the depth of the pile embedment. Design earth pressures are provided in the section above. The piles in many cases are installed in a drilled hole and backfilled with concrete for better alignment control. Table 1 and 2 in the appendix outlines the soil resistance parameters for each soil layer at each boring location. The design should not include any support due to friction at soil to wood lagging interface because of eventual deterioration of the wood.

### Cast In-Place Concrete Wall Foundation Criteria

If a CIP concrete 'T' retaining wall is chosen for design, the footings should be located at a depth of 3-1/2 feet below final grade to eliminate the effects of frost action and alleviate the effects of seasonal moisture variation on foundation system behavior. Suitable bearing soil consisting of very stiff to hard Silty CLAY was encountered at this level in the borings. A net allowable bearing pressure of 3000 pounds per square foot may be used to dimension the footings. Footings should be placed at the recommended depth on properly prepared natural profile soils or properly constructed Granular Structural FILL.

### Retaining Wall Backfill

To reduce the amount of additional pressure applied to the wall by high groundwater, swelling of backfill soils, and in cold climates, the formation of ice lenses behind the wall, proper drainage of the backfill is essential. Free draining granular soil with a silt and clay content of less than 6 percent, such as IDOT Porous Granular Backfill, Section 209 of the "Standard Specification for Road and Bridge Construction" is recommended for backfill behind the wall. The granular backfill should extend a minimum of two (2) feet out from the back of the wall, and an outlet for water should be provided at the base of the back fill in the form of properly spaced weep holes through the wall or a perforated, continuous drain pipe. The backfill should be placed in uniform 9" lifts and compacted to

95 percent of ASTM D-698, standard proctor. The backfill should be compacted with appropriate sized equipment so that the wall is not damaged or moved.

### **Retaining Wall Global Stability**

The general wall stability conditions were checked using Equation 3-3 from the Geotechnical Manual, and because of the very stiff to very hard cohesive soil deposits, calculated Factor of Safety against a global stability failure in excess of 5 and further stability analysis is not warranted.

### Wall Settlement

Settlement conditions for the retaining wall have been reviewed. This retaining wall is required for a 'cut' section and therefore additional loading of the foundation soil by the placement of new fill is not planned. Settlement of a soldier pile wall is not a concern for structure because there is very little down ward force. A C-I-P Concrete retaining wall foundation would be supported by suitable foundation soil, which is in general very competent at this site and settlement of one-inch or less would be expected.

### GENERAL CONSTRUCTION REQUIREMENTS

### **Storm Sewer Subgrade Conditions**

Invert grades for the reinforced concrete pipe storm sewer are anticipated to be approximately 15 feet below the existing ground surface into very stiff to hard Silty CLAY. Subgrade soils are considered suitable to support the reinforced concrete pipe.

### **Protection of Adjacent Utilities**

Excavations extending below any existing utility components may cause future settlement problems if not protected. Procedures for the protection of any existing utilities should be reviewed and presented to the supervising engineer, prior to the start of work.

### **SUMMARY**

The recommendations presented herein are based on the information available at the time of the writing. After plans and specifications are more complete, we welcome the opportunity to review them with respect to the prevailing soil and groundwater conditions. It may be necessary to conduct further analysis and submit supplementary recommendations at that time. If required, more specific construction recommendations can also be provided.

## **APPENDIX**

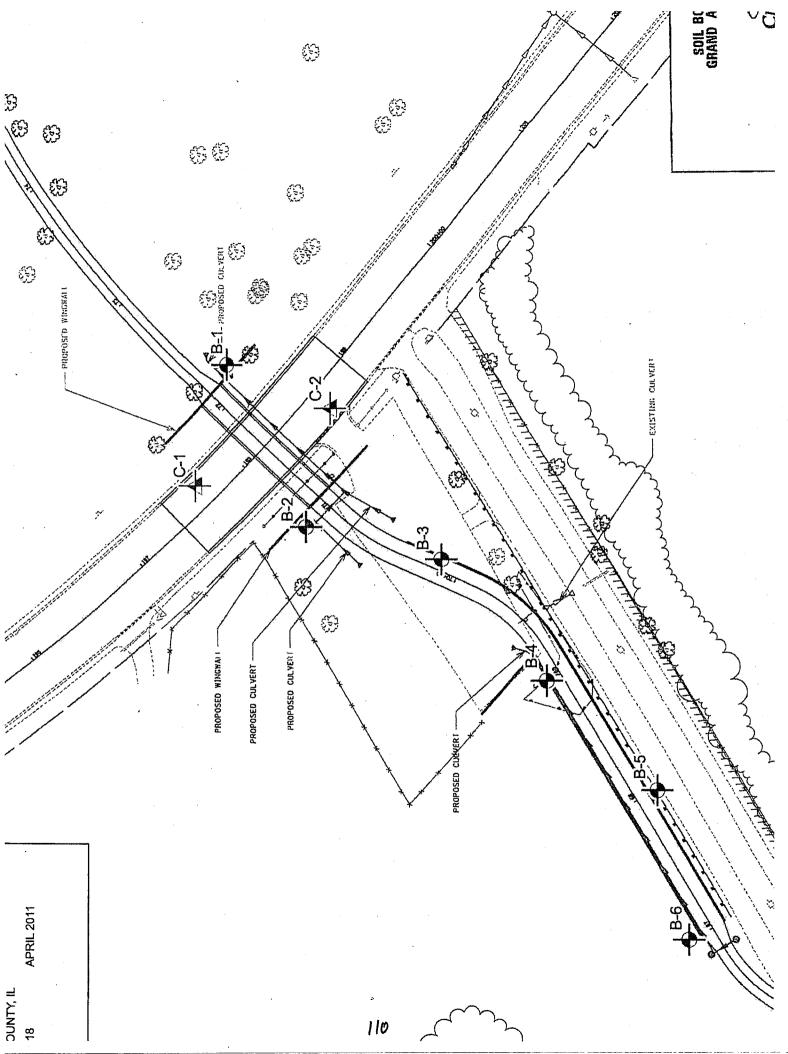
Boring/Core Location Diagram

Boring Logs (B-1 through B-6)

Pavement Core Measurement Logs (C-1 through C-2)

Lateral Soil Strength Parameters (Table 1 and 2)

General Notes



MSET PROJECT NO.: 11218   LOG OF BORIN					IG N	<u>O. E</u>	<u>3-1                                    </u>	Page 1 of 1					
PROJE	ECT: _	Grand Ave	enue Underpass		SITE	LOC	OITA	<b>1</b> :		Lake County, IL			
BORIN	IG LOC	ATION:	STA. 72+10	····	CLIEI	NT: _			Civiltech Engineering, Inc.				
- VIII					S	AMPLI	Ξ		TES	STS			
DEPTH (feet)	SOIL	Material [	Description	Elevation	TYPE/ INTERVAL	NO.	N-VALUE Blows per ft.	%2M	Dry Unit Weight, pcf	Unconfined Compressive Strength, tsf	REMARKS		
0	A 4 4 4 4 4	—, Black Silty	CLAY Topsoil	790.5									
		Brown Silty CLA	Y, little Sand, trace stiff to very hard	789.9	- 88	1	7	28	86	1.24			
- 5 <del>-</del>		few intermittent fir	ne sand or silt seams	•	SS	2	20	16	114	7.63			
-			•		- SS	3	28	15	113	6.80			
_		Brown	and Grey		- - SS	4	32	16	114	10.09			
10 -													
-					- SS -	5	31	18	110	9.70			
15 –					SS	6	23	18	111	8.54	•		
_		♀ Grey Silty CLAY, tr	noo Sand and Crayo	1 772 5	- 88	7	20	19	107	6.01			
20 –		A-6,	very stiff	, 172.0	SS	8	17	18	111	3.26			
					- SS -	9	16	18	111	3.49			
25 <del>-</del>		small co	obble @ 24'		SS	10	18	17	113	3.57			
					- SS	11	13	20	107	2.95			
30 _		End of E	Boring @ 30'	760.5	SS	12	14	18	112	2.17			
										·			
WATER		OBSERVATIONS, ft.	<del>¥</del> 18.5'							STARTED:	3/29/11 D: 3/29/11		

dry

**IMMEDIATELY AFTER DRILLING:** 

DELAYED READING AFTER

LOGGED BY:

**BORING METHOD:** 

SPE

CFA

MSET PROJECT NO.: 11218 LOG OF BORIN						<u>o. F</u>	<u>3-2                                    </u>			Page 1 of 1		
PROJE	ECT: _	Grand A	Avenue Underpass		SITE	SITE LOCATION: Lake County, IL						
BORIN	G LOC	CATION:	STA. 71+00		CLIE	NT: _			<u> </u>	ch Engine	ering, Inc.	
					S	AMPLE	E.		TES			
DEPTH (feet)	SOIL	Materi	rial Description	Elevation		NO.	N-VALUE Blows per ft.	%2M	Dry Unit Weight, pcf	Unconfined Compressive Strength, tsf	REMARKS	
0	74444 22222	Black S	ilty CLAY Topsoil	795.	2							
-		Brown Silty C	CLAY, little Sand, trace -6, hard to very hard	794.	6 - SS -	1	10	19	107	4.35		
5 <del>-</del>		to Br	rown and Grey		SS	2	21	16	113	8.57		
. ]					- SS	3	35	17	115	10.90		
10 <del>-</del>					SS	4	24	18	112	7.53		
-					- SS	5	19	15	115	5.82		
15 <del>-</del>		·			SS	6	16	16	115	5.43		
-			to very stiff nd Seam @ 19.5'		- SS -	7	18	15	114	4.12		
20 –		Grov Silty CLAY	′, little Sand, trace Grave	774	SS	8	15	14	113	3.76		
-			, fille Sand, trace Grave -6, very stiff	31, 113·	- SS -	9	11	19	110	1.94		
25 <del>-</del>					SS	10	10	20	108	1.75		
_		<b>¥</b>			- SS	11	14	16	115	2.13		
30 _		End c	of Boring @ 30'	765.	SS .2	12	16	16	115	3.18		
WATER LEVEL OBSERVATIONS, ft.  DURING DRILLING: ☐ 19.5' IMMEDIATELY AFTER DRILLING: ☐ 27.5' DELAYED READING AFTER  BORING STARTED: 3/21/11 BORING COMPLETED: 3/21/11 LOGGED BY: SPE BORING METHOD: CFA								ED: 3/21/11 SPE				

Midland Standard Engineering & Testing, Inc. 558 Plate Drive Unit 6, East Dundee, IL 60118 (847) 844-1895 f(847) 844-3875

MSET PROJECT NO.: 11218   LOG OF BORING NO. B-3										Page 1 of 1			
PROJECT: Grand Avenue Underpass							MOITA	<b>1</b> :	: Lake County, IL				
BORIN	G LOC	CATION:	STA. 70+10		CLIE	NT: _			ering, Inc.				
					S	AMPL			TES				
DEPTH (feet)	SOIL	Mater	al Description	Elevation	TYPE/ INTERVAL	NO.	N-VALUE Blows per ft.	Wc%	Dry Unit Weight, pcf	Unconfined Compressive Strength, tsf	REMARKS		
0 _			us Concrete over 7-1/2"	795.2							`		
		Dark Olive Grey	nd Gravel Base Course / to Olive Grey Silty CLAY, te Gravel, A-6, very stiff	794.1	- SS -	1	9	16	111	2.72			
5 -		Brown and Gre trace Gravel,	y Silty CLAY, little Sand, A-6, hard to very hard	791.2	SS	2	16	19	108	5.28			
-					- SS -	3	24	16	115	10.90	·		
10 <del>-</del>		•			SS	4	28	17	112	9.82			
					- SS -	5	20	17	114	8.96	. "		
15 -		Grey Silty CLAY	, trace Sand and Gravel,	779.7	SS	6	22	17	115	8.61	•		
_			ery stiff to stiff		- SS -	7	12	18	113	2.87			
20 -					SS	8	11	20	108	1.75			
-		wat Sandu	Sill Saam @ 04 51		- SS -	9	11	14	120	1.94			
25 <del>-</del>		¥ wet Sandy	Silt Seam @ 24.5'		SS	10	11	11	127	1.55	·		
		<u>T.</u>		a.	- SS -	11	12	14	120	1.47			
30 _		End o	f Boring @ 30'	765.2	SS	12	13	13	122	1.59	**************************************		
											:		
WATER LEVEL OBSERVATIONS, ft.  DURING DRILLING:  WATER LEVEL OBSERVATIONS, ft.  DURING DRILLING:  WATER LEVEL OBSERVATIONS, ft.  WATER LEVEL OBSERVATIONS, ft.  BORING STARTED:  3/21/11  BORING COMPLETED:  3/21/11  BORING COMPLETED:  SPE  LOGGED BY:  BORING METHOD:  CFA													
	IVENI	CHIO VI TEIV	-			-	1	ال	ALIAC I	IL I HOD.			

Midland Standard Engineering & Testing, Inc. 558 Plate Drive Unit 6, East Dundee, IL 60118 (847) 844-1895 f(847) 844-3875

113

MSET PROJECT NO.: 11218 LOG OF BORING							G NO. B-4 Page 1 of 1					Page 1 of 1	
PROJE	ECT: _	Gran	ad Avenue I	J <b>nderpass</b>		SITE	SITE LOCATION: Lake County, IL						
BORIN	G LOC	CATION:	STA	69+28		CLIE	NT: _		Civiltech Engineering, Inc.				
							AMPLI			TES	STS		
DEPTH (feet)	SOIL	1	Material Descripti	on	Elevation	TYPE/ INTERVAL	NO.	N-VALUE Blows per ft.	%2M	Dry Unit Weight, pcf	Unconfined Compressive Strength, tsf	REMARKS	
0 -				e over 10-1/ 2"	793.3							·	
-				ase course, wet, AY: fill, very stiff		১১	1	6	25	93	2.02		
5 –		Brown and G	Grey Silty CL Gravel, A- 6, st	AY, trace Sand tiff to hard	790.3	SS	2	7	22	96	1.09		
-						SS	3	20	18	113	6.79		
10 <del>-</del>			cobble @ 9.	.5'		SS	4	25	17	114	4.46		
-		Grey Silty C	CLAY, trace Sa A-6, stiff	and and Gravel,	781.3	- SS -	5	20	19	109	3.65		
15 <del>-</del>						SS	6	13	19	110	1.86		
					·	- SS -	7	9	15	119	1.36		
20 <del>-</del>			very stiff to s	stiff		SS	8	7	14	120	1.01	/	
-						- SS -	9	9	19	111	2.21		
25 –						SS	10	10	19	110	1.94		
-						- SS -	11	9	20	108	1.90		
30_		E	End of Boring (	@ 30'	763.3	SS	12	10	20	108	1.28	Hole Caved @ 27. 5'	
												Upon Completion	
DURING IMMEDIA	VATER LEVEL OBSERVATIONS, ft.  DURING DRILLING:   MMEDIATELY AFTER DRILLING:   A 4.6'  DELAYED READING AFTER  BORING STARTED:   3/21/11  BORING COMPLETED:  3/21/11  LOGGED BY:  SPE  BORING METHOD:   CFA												

MSET PROJECT NO.: 11218 LOG OF BORIN					3 NO	<b>)</b> , E	3-5			F	Page 1 of 1	
PROJECT: Grand Avenue Underpass						SITE LOCATION: Lake County, IL						
BORIN	IG LOC	ATION: STA. 68+00		-   (	CLIEN	NT: _			Civiltech Engineering, Inc.			
DEPTH (feet)	SOIL TYPE	Material Description	Elevation		TYPE/ INTERVAL	MPLI O N	N-VALUE Blows per ft.	Wc%	Dry Unit Weight, pof	Unconfined Compressive Strength, tsf	REMARKS	
0	*****	Yellow-Brown Crushed Gravel Dark Brown Silty CLAY Topsoil	794 793	.6								
_		Brown and Yellow-Brown Silty CLAY, lit Sand and Gravel, A-6, stiff to hard	792 tle	9 - -	SS	1	9	26	90	1.90		
5		to Brown and Grey			SS	2	12	16	111	2.17		
-		to Brown and Grey		-	SS	3	22	17	111	6.71		
10 <del>-</del>				E	SS	4	26	18	109	6,21		
		Grey Silty CLAY, trace Sand and Grave	eľ, 781		SS	5	24	18	114	6.56		
- 15 –		A-6, very stiff to stiff		F	SS	6	17	18	114	2.87		
-					SS	7	13	12	125	1.78		
20 –				F	SS	8	13	14	120	2.17		
-				-	SS	9	12	14	120	2.10		
25 –				-	SS	10	11	18	110	1.78		
· -				- -	SS	11	11	18	110	2.48		
30_		End of Boring @ 30'	764		SS	12	11	13	120	1.16		
					:							
											<b>\</b>	
		OBSERVATIONS, ft.	0.70							STARTED:	3/24/11	
IMMEDI	DURING DRILLING:  MMEDIATELY AFTER DRILLING:  DELAYED READING AFTER  DELAYED READING AFTER  DELAYED READING AFTER  DELAYED READING AFTER  DELAYED READING METHOD:  DELAYED READING METHOD:											

MSET	PROJEC	CT NO.: 11218 LOG OF BO	G N	<u>O. E</u>	<u>3-6                                    </u>		Page 1 of 1					
PROJE	ECT: _	Grand Avenue Underpass		SITE	LOC	1OITA	<b>1</b> :	:Lake County, IL				
BORIN	G LOC	SATION: STA. 67+00		CLIE	NT: _		Civiltech Engineering, Inc.					
				Si	AMPL			TES	STS			
DEPTH (feet)	SOIL	Material Description	Elevation	TYPE/ INTERVAL	NO.	N-VALUE Blows per ft.	%c%	Dry Unit Weight, pcf	Unconfined Compressive Strength, tsf	REMARKS		
0	*****		795.2 794.9									
· -		Dark Brown Silty CLAY Topsoil Brown and Yellow-Brown Silty CLAY, little Sand, trace Gravel, A-6, stiff to hard	794.0	- SS -	1	6	18	104	1.36			
5 <del>-</del>		to Brown and Grey		SS	2	14	18	109	4.50			
-		TO BIOWII AIIU GIEY		- SS -	3	22	16	114	8.26			
10 -		to very stiff		SS	4	23	17	112	6.40			
- -		Grey Silty CLAY, little Sand, trace Gravel,	782.2	- SS -	5	19	19	110	3.34			
15 -		A-6, very stiff to stiff		SS	6	15	15	120	2.13	,		
- -				- SS -	7	12	16	115	1.74			
20 <del>-</del>				SS	8	11	14	121	2.33			
-				- SS -	9	11	14	116	1.94			
- 25 –				SS	10	12	16	115	1.55			
				- SS -	11	10	16	115	1.51	:		
30 _		End of Boring @ 30'	765.2	SS	12	13	16	115	1.55			
						• `						
									·			
DURING IMMEDIA	WATER LEVEL OBSERVATIONS, ft.  DURING DRILLING: ₹ 7.5' IMMEDIATELY AFTER DRILLING: ₹ 13.3' DELAYED READING AFTER  WATER LEVEL OBSERVATIONS, ft.  BORING STARTED: 3/24/11 BORING COMPLETED: 3/24/11 LOGGED BY: SPE BORING METHOD: CFA											

**BORING METHOD:** 

## PAVEMENT CORE MEASUREMENT LOG GRAND AVENUE UNDERPASS LAKE COUNTY, ILLINOIS

Core No. C-1	•						
Location	STA. 197+	-60, WB Lane					
Material	Đ	epth (in.)	Thickness (in.)	Remarks/Condition		coeff	sn
Bituminous Slag Surface	0	to 1- 1/2	1- 1/2	Fair		0.30	0.45
Bituminous Surface	1- 1/2	to 2- 1/2	1	Fair to Good		0.23	0.23
Bituminous Binder	2- 1/2	to 4	1- 1/2	Fair to Good		0.23	0.35
Bituminous Surface	4	to 5	1	Fair to Good		0.23	0.23
Bituminous Binder	5	to 5- 3/4	3/4	Fair to Good		0.23	0.17
PCC	5- 3/4	to 13- 1/2	7- 3/4	Fair to Good	<b>18</b> 69	0.27	2.09
Subgrade	13- 1/2			Light Brown Silty CLAY, trace Sand and			3.52
				Gravel, Mc=32%	C-1		
Core No. C-2							
Location	STA. 198+	-80, EB Lane					
Material		Pepth (in)	Thickness (in.)	Remarks/ Condition		coeff	sn
Bituminous Slag Surface	0	to 1- 1/2	1- 1/2	Fair to Poor		0.30	0.45
Bituminous Binder	1- 1/2	to 3- 3/4	2- 1/4	Fair to Good		0.23	0.52
Bituminous Binder	3- 3/4	to 6- 1/4	2- 1/2	Fair to Good		0.23	0.58
Bituminous Binder	6- 1/4	to 8- 3/4	2- 1/2	Fair to Good		0.23	0.58
Bituminous Binder	8- 3/4	to 10- 1/2	2 1- 3/4	Fair to Good		0.23	0.40
Bituminous Binder	10- 1/2	to 12	1- 1/2	Fair to Good		0.23	0.35
Bituminous Binder	12	to 13- 1/	4 1- 1/4	Fair to Good		0.23	0.29
Subgrade	13- 1/4			Light Brown Silty CLAY, trace Sand and	C-2	,	3.15
				Gravel, Mc=23%			

TABLE 1:

LATERAL SOIL STRENGTH PARAMETERS
Grand Avenue Underpass, West Retaining Wall
Sta. 67+00 to Sta. 69+20
Lake County, Illinois

MSET No. 11218

			-		Soil Shear	Soil Shear Strength		Lateral So	Lateral Soil Modulus	
Boring No.	Soil Type	Elevation	Moist Unit Weight, γ pcf	To C psf	Total p	Effe C psf	Effective sf φ	Static K, pci	Cydic K, pai	Strain Factor, E <sub>50</sub>
	very stiff Silty CLAY. fill	792-790	. 125	2000	0	230	20°	670	270	0,0063
2	stiff Silty CLAY, A-6	790-787	120	1000	0	230	-500	230	130	0.0000
	hard Silty CLAY, &-6	787-781	125	4500	0	270	. 280	1500	600	0,0045
	stiff Silty-CLAY, A-6	781-763	120	1000	0	230	÷00	230	130	.0690;0
	stiff Silty CLAY, A-6	794-792	120	1500	0	230	20°	500	200	0.0070
ά γ	hard Silty CLAY, A-6	792-784	125	6400	0	200	35°	2170	870	0.0039
	very stiff CLAY, A-6	784-779	125	2000	0	230	20°	670	270	0.0063
	stiff Silty CLAY, A-6	779-765	120	1500	0	230	20°	200	200	0.0070
										1971
-3749 -3749										
	,									
					-					

NOTE: For soil below water table use submerged unit weight or moist unit weight minus unit weight of water. Reference the boring logs for the ground water level.

TABLE 2:
LATERAL SOIL STRENGTH PARAMETERS
Grand Avenue Underpass, East Retaining Wall
Sta, 67+00 to Sta, 70+30
Lake County, Illinois
MSET No. 11218

	Strain Factor, E <sub>50</sub>	0:0057	0.0043	0.0057	0.0070	0.0063	0.0040	0.0063					
Lateral Soil Modulus	Cydic K, pci	335	665	335	200	270	800	270					
Lateral So	Static K, pci	830	1670	830	500	670	2000	670				ä	
	tive p	∴28°	32°	28°	20°	20°	32°	20°					
Strength	Effective C psf	270	500	270	230	230	200	230	•				
Soil Shear Strength	'al Ф	0	0	0	0	0	0	0					
	Total C psf	2200	5300	2800	1500	2000	6200	2000					,
	Moist Unit Weight, γ pcf	125	130	125	120	125	125	125				-	
	Elevation	794-791	791-780	780-777	777-765	793-788	788-782	782-764					
	Soil Type	Very stiff Silty CLAY, A-6	hard to veryihard Silty CLAY, A-6 794-780	Very Stiff Silty CLAY, A-6	stiff-Silty CLAY, A-6	very stiff Silty CLAY, A-6	hard Silty CLAY, A-6	very stiff Silty CLAY, A-6					
	Boring No.		1	r N			Ĺ	 ည					

NOTE: For soil below water table use submerged unit weight or moist unit weight minus unit weight of water. Reference the boring logs for the ground water level.

# **GENERAL NOTES**

### PARTICLE SIZE DESCRIPTION & TERMINOLOGY

Coarse Grained or Granular Solls have more than 50% of their dry weight retained on a #200 sieve; they are described as: boulders, cobbies, gravel or sand. Fine Grained soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: clays or clayey silts if they are cohesive and silts if they are non-cohesive. In addition to gradation, granular solls are defined on the basis of their relative in-place density and the fine grained soils on the basis of their strength or consistency and their plasticity.

Major Component	Size		
of Sample	Range		
Boulders	Over 8 in. (200 mm)		
Cobbles	8 inches to 3 inches (200 mm to 75mm)		
Gravel	3 inches to #4 sieve (75mm to 4.75mm)		
Sand	#4 to #200 sleve (4.75mm to 75mm)		
Silt	Passing #200 sieve (75mm to 2mm)		
Clay	Smaller than 2mm		

Descriptive Term of Components Also Present in Sample	Approximate Quantity (Percent)
Trace	1 - 9
Little	10 - 19
Some	20 - 34
And	35 - 50

## RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

## GRANULAR SOILS

DENSITY CLASSIFICATION	APPROXIMATE RANGE OF N *
Very Loose	0-3
Slightly Dense	4 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50 - 80
Extremely Dense	80 +

#### COHESIVE SOILS

CONSISTENCY	UNCONFINED COMPRESSIVE STRENGTH, Qu - TSF	APPROXIMATE RANGE OF N *
Very Soft	0.25	0-2
Soft	0.25 - 0.49	3 - 4
Firm	0.50 - 0.99	5 - 8
Stiff	1.00 - 1.99	9 - 15
Very Stiff	2.00 - 3.99	16 - 30
Hard	4.00 - 8.00	31 - 50
Very Hard	8.00 +	Over 50

<sup>\* &</sup>lt;u>STANDARD PENETRATION TEST</u> (ASTM D1586) - A 2.0° outside-diameter, split barrel sampler is driven into undisturbed soil by means of a 140 pound weight falling freely through a vertical distance of 30 inches. The sampler is normally driven 3 successive 6 inch increments. The total number of blows required for the final 12 inches of penetration is the Standard Penetration Resistance (N).

# State of Illinois Department of Transportation Bureau of Local Roads and Streets

## SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

Effective: January 1, 1999 Revised: January 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

Replace Article 105.07 of the Standard Specifications with the following:

**"105.07 Cooperation with Utilities.** The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:
  - (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.
  - In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.
  - (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
  - (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:
  - (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
  - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

# State of Illinois Department of Transportation Bureau of Local Roads and Streets

## SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007 Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's

e County Forest Presei	ve District	
•		1

held harmless in accordance with Article 107.26.

## **AGREEMENT TO PLAN QUANTITY (BDE)**

Effective: January 1, 2012

Revise the second paragraph of Article 202.07(a) of the Standard Specifications to read:

"When the plans or work have been altered, or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party shall, before any work is started which would affect the measurement, have the right to request in writing and thereby cause the quantities involved to be measured. When plan quantities are revised by the issuance of revised plan sheets that are made part of the contract, and the Contractor and the Engineer have agreed in writing that the revised quantities are accurate, no further measurement will be required and payment will be made for the revised quantities shown."

## **CONSTRUCTION AIR QUALITY - DIESEL RETROFIT (BDE)**

Effective: June 1, 2010

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

# CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009 Revised: January 2, 2012

<u>Diesel Vehicle Emissions Control</u>. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall certify that only ULSD will be used in all jobsite equipment. The certification shall be presented to the Department prior to the commencement of the work.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls 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 also not be grounds for a claim.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, 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.

If a Contractor or subcontractor accumulates three environmental deficiency deductions 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 contract time, waiver of penalties, or be grounds for any claim.

## **CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)**

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

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

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

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

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

- (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.

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

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

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

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

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

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

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

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is

generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement.

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217)785-4611. Telefax number (217)785-1524.
- (b) <u>TERMINATION OR REPLACEMENT</u>. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.
  - When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.
- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the BDE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative

reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

- (g) <u>ENFORCEMENT</u>. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

## FRICTION AGGREGATE (BDE)

Effective: January 1, 2011

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

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

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

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

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

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

Use	Mixture	Aggregates Allowed				
HMA High ESAL Low ESAL	Binder IL-25.0, IL-19.0, or IL-19.0L SMA Binder	Allowed Alone or in Combination:  Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>				
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-12.5,IL-9.5, or IL-9.5L SMA Ndesign 50 Surface	Leveling Binder IL-12.5,IL-9.5, or IL-9.5L  SMA Ndesign 50  Crushed Gravel Carbonate Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Stool Slag <sup>4/</sup>				
HMA High ESAL	D Surface and Leveling Binder IL-12.5 or IL-9.5 SMA Ndesign 50 Surface	Allowed Alone or in Co Crushed Gravel Carbonate Crushed St Limestone) <sup>2/</sup> Crystalline Crushed St Crushed Sandstone Crushed Slag (ACBF) <sup>5</sup> Crushed Steel Slag <sup>4/5/</sup> Crushed Concrete <sup>3/</sup>	one (other than			
		Other Combinations Al	lowed: With			
		25% Limestone	Dolomite			
		50% Limestone	Any Mixture D aggregate other than Dolomite			
		75% Limestone  Crushed Slag (ACBF) <sup>5/</sup> or Crushed Sandstone				

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

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

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When either slag is used, the blend percentages listed shall be by volume."

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

Effective: January 1, 2010

<u>Description</u>. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 2 in. (50 mm), from each pavement edge. (i.e. for a 4 in. (100 mm) lift the near edge of the density gauge or core barrel shall be within 4 in. (100 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-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%"

## **IMPACT ATTENUATORS, TEMPORARY (BDE)**

Effective: November 1, 2003 Revised: January 1, 2012

<u>Description</u>. This work shall consist of furnishing, installing, maintaining, and removing temporary impact attenuators of the category and test level specified.

<u>Materials</u>. Materials shall be according to the impact attenuator manufacturer's specifications and the following:

ltem	Article/Section
(a) Fine Aggregate (Note 1)	1003.01
(b) Steel Posts, Structural Shapes, and Plates	
(c) Rail Elements, End Section Plates, and Splice Plates	
(d) Bolts, Nuts, Washers and Hardware	
(e) Hollow Structural Tubing	
(f) Wood Posts and Wood Blockouts	1007.01, 1007.02, 1007.06
(g) Preservative Treatment	
(h) Packaged Rapid Hardening Mortar	

Note 1. Fine aggregate shall be FA 1 or FA 2, Class A quality. The sand shall be unbagged and shall have a maximum moisture content of five percent.

#### CONSTRUCTION REQUIREMENTS

<u>General</u>. Impact Attenuators shall meet the testing criteria contained in either the National Cooperative Highway Research Program (NCHRP) Report 350 or MASH and shall be on the Department's approved list.

<u>Installation</u>. Impact attenuators shall be installed according to the manufacturer's specifications and include all necessary transitions between the impact attenuator and the item to which it is attached. Regrading of slopes or approaches for the installation shall be as shown on the plans.

Attenuator bases, when required by the manufacturer, shall be constructed on a prepared subgrade according to the manufacturer's specifications. The surface of the base shall be slightly sloped or crowned to facilitate drainage.

When water filled attenuators are used between November 1 and April 15, they shall contain anti-freeze according to the manufacturer's recommendations.

<u>Markings</u>. Sand module impact attenuators shall be striped with alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes. There shall be at least two of each stripe on each module.

Other types of impact attenuators shall have a terminal marker applied to their nose and reflectors along their sides.

<u>Maintenance</u>. All maintenance of the impact attenuators shall be the responsibility of the Contractor until removal is directed by the Engineer.

<u>Relocate</u>. When relocation of temporary impact attenuators is specified, they shall be removed, relocated and reinstalled at the new location. The reinstallation requirements shall be the same as those for a new installation.

<u>Removal</u>. When the Engineer determines the temporary impact attenuators are no longer required, the installation shall be dismantled with all hardware becoming the property of the Contractor.

Surplus material shall be disposed of according to Article 202.03. Anti-freeze, when present, shall be disposed of/recycled according to local ordinances.

When impact attenuators have been anchored to the pavement, the anchor holes shall be repaired with rapid set mortar; only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush.

Method of Measurement. This work will be measured for payment as each, where each is defined as one complete installation.

Basis of Payment. This work will be paid for at the contract unit price per each for IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW): IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, WIDE); IMPACT ATTENUATORS, REDIRECTIVE. TEMPORARY (FULLY RESETTABLE); IMPACT ATTENUATORS. TEMPORARY (SEVERE USE, NARROW); IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, WIDE); or IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE) of the test level specified.

Relocation of the devices will be paid for at the contract unit price per each for IMPACT ATTENUATORS, RELOCATE (FULLY REDIRECTIVE); IMPACT ATTENUATORS, RELOCATE (SEVERE USE); or IMPACT ATTENUATORS, RELOCATE (NON-REDIRECTIVE); of the test level specified.

Regrading of slopes or approaches will be paid for according to Section 202 and/or Section 204 of the Standard Specifications.

## **METAL HARDWARE CAST INTO CONCRETE (BDE)**

Effective: April 1, 2008 Revised: January 1, 2012

Add the following to Article 503.02 of the Standard Specifications:

"(h) Metal Hardware Cast into Concrete .......1006.13"

Add the following to Article 504.02 of the Standard Specifications:

Revise Article 1006.13 of the Standard Specifications to read:

"1006.13 Metal Hardware Cast into Concrete. Unless otherwise noted, all steel hardware cast into concrete, such as inserts, brackets, cable clamps, metal casings for formed holes, and other miscellaneous items, shall be galvanized according to AASHTO M 232 or AASHTO M 111. Aluminum inserts will not be allowed. Zinc alloy inserts shall be according to ASTM B 86, Alloys 3, 5, or 7.

When stainless steel junction boxes or other stainless steel appurtenances are specified, Type 304 stainless steel hardware shall be used when cast into concrete.

The inserts shall be UNC threaded type anchorages having the following minimum certified proof load.

Insert Diameter	Proof Load	
5/8 in. (16 mm)	6600 lb (29.4 kN)	
3/4 in. (19 mm)	6600 lb (29.4 kN)	
1 in. (25 mm)	9240 lb (41.1 kN)"	

## PAVEMENT MARKING REMOVAL (BDE)

Effective: April 1, 2009

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

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

## PAYMENTS TO SUBCONTRACTORS (BDE)

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

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

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

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

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

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

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

## PORTLAND CEMENT CONCRETE (BDE)

Effective: January 1, 2012

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). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply and a Level III PCC Technician shall develop the mix design."

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

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

Add the following to Article 1003.02 of the Standard Specifications:

- (e) Alkali Reaction.
  - (1) ASTM C 1260. Each fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.03 percent will be assigned to limestone or dolomite fine aggregates (manufactured stone sand). However, the Department reserves the right to perform the ASTM C 1260 test.

- (2) ASTM C 1293 by Department. In some instances, such as chert natural sand or other fine aggregates, testing according to ASTM C 1260 may not provide accurate test results. In this case, the Department may only test according to ASTM C 1293.
- (3) ASTM C 1293 by Contractor. If an individual aggregate has an ASTM C 1260 expansion value that is unacceptable to the Contractor, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The laboratory performing the ASTM C 1293 test shall be approved by the Department according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Laboratory Requirements for Alkali-Silica Reactivity (ASR) Testing".

The ASTM C 1293 test shall be performed with Type I or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container, wick of absorbent material, or amount of coverage inside the container with blotting paper, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly. If the aggregate is manufactured into multiple gradation numbers, and the other gradation numbers have the same or lower ASTM C 1260 value, the ASTM C 1293 test result may apply to multiple gradation numbers.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 test result. When the Contractor performs the test, a split sample shall be provided to the Engineer. The Engineer may also independently obtain a sample at any time. The aggregate will be considered reactive if the Contractor or Engineer obtains an expansion value of 0.040 percent or greater.

Revise Article 1004.02(d) of the Standard Specifications to read:

- "(d)Combining Sizes. Each size shall be stored separately and care shall be taken to prevent them from being mixed until they are ready to be proportioned. Separate compartments shall be provided to proportion each size.
  - (1) When Class BS concrete is to be pumped, the coarse aggregate gradation shall have a minimum of 45 percent passing the 1/2 in. (12.5 mm) sieve. The Contractor

may combine two or more coarse aggregate sizes, consisting of CA 7, CA 11, CA 13, CA 14, and CA 16, provided a CA 7 or CA 11 is included in the blend.

(2) If the coarse aggregate is furnished in separate sizes, they shall be combined in proportions to provide a uniformly graded coarse aggregate grading within the following limits.

Class	Combined		Sieve	Size	and Per	cent Pa	ssing	
of	Sizes	2 1/2	2	1 3/4	1 1/2	1	1/2	No.
Concrete 1/	Oizes	in.	in.	in.	in.	in.	in.	4
PV 2/								
	CA 5 & CA 7			100	98±2	72±22	22±12	3±3
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3
SI and SC 2/								
	CA 3 & CA 7	100	95±5			55±25	20±10	3±3
	CA 3 & CA 11	100	95±5			55±25	20±10	3±3
	CA 5 & CA 7			100	98±2	72±22	22±12	3±3
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3

Class	Combined	S	ieve Siz	e (met	ric) and	Percen	t Passir	ng
of 4,	Sizes	63	50	45	37.5	25	12.5	4.75
Concrete 1/	GIZOS	mm	mm	mm	mm	mm .	mm	mm
PV 2/								
	CA 5 & CA 7			100	98±2	72±22	22±12	3±3
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3
SI and SC 2/								
	CA 3 & CA 7	100	95±5			55±25	20±10	3±3
	CA 3 & CA 11	100	95±5			55±25	20±10	$3\pm3$
	CA 5 & CA 7			100	98±2	72±22	22±12	3±3
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3

- 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) Each coarse aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will

be assigned to limestone or dolomite coarse aggregates. However, the Department reserves the right to perform the ASTM C 1260 test.

- (2) ASTM C 1293 by Department. In some instances testing a coarse aggregate according to ASTM C 1260 may not provide accurate test results. In this case, the Department may only test according to ASTM C 1293.
- (3) ASTM C 1293 by Contractor. If an individual aggregate has an ASTM C 1260 expansion value that is unacceptable to the Contractor, an ASTM C 1293 test may be performed by the Contractor according to Article 1003,02(e)(3).

Revise the first paragraph of Article 1019.06 of the Standard Specifications to read:

"1019.06 Contractor Mix Design. A Contractor may submit their own mix design and may propose alternate fine aggregate materials, fine aggregate gradations, or material proportions. Article 1020.05(a) shall apply and a Level III PCC Technician shall develop the mix design."

Revise Section 1020 of the Standard Specifications to read:

## "SECTION 1020. PORTLAND CEMENT CONCRETE

**1020.01 Description.** This item shall consist of the materials, mix design, production, testing, curing, low air temperature protection, and temperature control of concrete.

**1020.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	1003
(d) Coarse Aggregate	1004
(e) Concrete Admixtures	1021
(f) Finely Divided Minerals	1010
(a) Concrete Curing Materials	1022
(h) Straw	1081 06(a)(1)
(i) Calcium Chloride	

**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 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). 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.

	Coarse Aggregate Gradations	(14)			5.0 - 8.0 CA 13, CA 14,	CA 16, or a blend	or mese gradamons.		CA 3 & CA 7, Optional CA 3 & CA 11,	CA 5 & CA 7, CA 7 & CA 11, CA 7, or CA 11					CA 3 & CA 7.	CA 3 & CA 11, CA 5 & CA 7	CA 5 & CA 11.	CA 7. CA 11. CA 13.	CA 14, or CA 16	(13)				
	Air Content %	-			5.0 - 8.0				Optional	6.0 max.					5.0 - 8.0						-	-		
	gn Strength ength)	E,		78																				
FERIA	Mix Design Compressive Strength (Flexural Strength)	psi, minimum	Days	14	4000	(c/g)			3500	(650)					3500	(099)								
3N CRI	Comp (Fle			33																				
DESI	ω − ⊐ E ι	۰.	<u>:</u> :	(4)	9-9	<u>(e</u>			3-5						2-4	(2)								
AND MIX	Water / Cement Ratio	ql/ql			0.32 - 0.44				0.32 - 0.44						0.32 - 0.44						•			
ONCRETE	t i	p,	;	Max	7.05				7.05						7.05									
TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA	Cement Factor	cwircu ya (3)		Min.	6.65				5.65 (1) 6.05 (2)	-					5.65 (1)	6.05 (2)								
TABLE 1. (	Specification Section Reference				516	71 C	2	837	503		503	424 511	512	540	542	909	637	734			836	878		
	Use				Drilled Shaft (12)	Sion Structures	Drilled Shaft (12)	Light Tower Foundation (12)	Seal Coat		Structures (except Superstructure)	Slope Wall	Encasement	Box Culverts	and	Curb, Gutter, Curb & Gutter, Median, and Paved Ditch	Concrete Barrier	Sign Structures	Spread Footing	Concrete Foundation	Pole Foundation (12)	Traffic Signal Foundation	Drilled Shaff (12)	סלחמוב הי ייברומוזאחומו
	Class of Conc.				SO				SC						<u></u>					•				

Notes:

- For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, Fruck-mixed or shrink-mixed. Shrink-mixed concrete will not be permitted for Class PV concrete. the cement factor shall be increased by ten percent.  $\Xi$
- The maximum slump may be increased to 7 in. when a high range water-reducing admixture is used for all classes of , the maximum slump may be increased to 6 in. For Class PS, the 7 in. maximum slump may be increased to 8 concrete, except Class PV, SC, and PP. For Class SC, the maximum slump may be increased to 8 in. For Class PP-1/2 in. if the high range water-reducing admixture is the polycarboxylate type. 4
  - The slump range for slipform construction shall be 1/2 to 1 1/2 in.
- 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. (9)
- 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 6
  - 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 %, the Type III portland cement may be replaced with Type I or II portland cement. 8
    - The cement shall be a rapid hardening cement from the Department's "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs" for PP-4 and calcium aluminate cement for PP-5. 6
- For Class PP concrete used in bridge deck patching, the 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. (10)
- 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.  $(\frac{1}{2})$
- The concrete mix shall be designed to remain fluid throughout the anticipated duration of the pour plus one hour. At the Engineer's discretion, the Contractor may be required to conduct a minimum 2 cu yd trial batch to verify the mix (12)
- CA 3 or CA 5 may be used when the nominal maximum size does not exceed two-thirds the clear distance between parallel reinforcement bars, or between the reinforcement bar and the form. Nominal maximum size is defined in Note (13)
- Refer also Alternate combinations of gradations sizes may be used with the approval of the Engineer. Article 1004.02(d) for additional information on combining sizes. (14)

2

	Coarse Aggregate Gradations	(14)			4 0 0	5.0 - 8.0 CA 5 & CA 11,	CA 14 CA 14			4.0 - 7.0 CA 13, CA 14,	or CA 16			4.0 – 6.0 CA 13, CA 14, or CA 16	CA 7, CA 11, or CA 14	CA 7, CA 11, or CA 14 (7)	CA7, CA11, CA13,	5.0 - 8.0 CA 14, CA 16, or	CA / & CA 10	5.0 - 8.0 CA 11 (11),	or CA 16	
	Air Content %	2				5.0 - 8.0				4.0 - 7.0	4.0 - 6.0	4.0 - 6.0	4.0 - 6.0	4.0 – 6.(	4.0 - 7.0	5.0 - 8.0		5.0 - 8.0	Y.	5.0 - 8.0	í	
A (metric)	Mix Design Compressive Strength (Flexural Strength)	kPa, minimum	Days	F	34,000	00 (4500)		22,100 (4150)	Article 701.17(e)(3)b.	at 48 hours	at 24 hours	at 16 hours	at 8 hours	at 4 hours	24,000 (4500) at 48 hours	27,500 (4650)		See Section 1042	000	rialis 24 FOO	34,500	24,000
CRITERI	S - Cor		3	(4) mm	  -	8	(c) (c)		Art	50 - 100	50 - 150	50 - 100	- 150	- 200	50 - 100	50 - 100 (5)		25 - 100 S	22.	-00,		
ESIGN				Ē							.38 50	.35   50	0.32 - 0.50   50 - 150	0.32 - 0.40   50 - 200					+	0.32 - 0.44   25 - 400	 <del>}</del>	
) MIX	Water / Cement Ratio		Kg/Kg			0.32 - 0.42				0.32 - 0.44	0.32 - 0.38	0.32 - 0	0.32 - 0	0.32 – 0	0.32 - 0.44	0.32 - 0.44		0.32 - 0.44	0-070	0.32	0.52	
TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA (metric)	Cement Factor	kg/cu m	(e)	Max		418				445 425 (Ty III)	435	435 (Ty III) (8)	320 (6)	400 (6)	445 425 (Ty III)	418		418	(III ) (III)	418	418 (TY III)	
ASSES OF CC	Cen Fac	kg/c	<u>ئ</u> 	Min.		335 (1)	300 (2)			385 365 (Ty III)	435	435 (Ty III) (8)	322 (9)	400 (9)	385 365 (Ty III)	098		335	(111 11)	335	335 (TY III)	
ABLE 1. CL/	Specification Section Reference				420 or 421	354	423 483 662	442	!						422	503	:	1042	201	100	710	623
1	Use				Pavement Base Course	Base Course Widening	Shoulders Shoulders Shoulder Curb	Pavement Patching Bridge Deck Patching (10)		PP-1	PP-2	PP-3	PP-4	PP-5	Railroad Crossing	Bridge Superstructure Bridge Approach Slab	Various Precast Concrete Items	Wet Cast	Drogget Proctogged Momborn	Droport Droctropped Dilon and	Frecast Frestressed Files and Extensions	Precast Prestressed Sight Screen
	Class of Conc.	j i				≧		- dd							RR	BS		ည ည		00		

	Air C Content Ag	(14)	28	5.0 - 8.0 CA 13, CA 14, CA 16, or a blend of these	gradations.	CA 3 & CA 7, Optional CA 3 & CA 11, 6.0 may CA 5, 8.0 A 7			CA 3 & CA 7.	5.0 - 8.0	CA 5 & CA 7, CA 5 7 CA 11.	CA 7, CA 11,	CA 13, CA 14, or CA 16	. (13)		
ERIA (metric	Mix Design Compressive Strength (Flexural Strength)	kPa, minimum Days	3   14	27,500 (4650)		24,000	}	_		24,000	(4500					
SIGN CRITE	∞ − ¬ E ·	а Е	(4)	150 -200		75 - 125				20	(c)					
ND MIX DE	Water / Cement Ratio	kg/kg		0.32 - 0.44   150 -200 (6)		0.32 - 0.44 75 - 125	_	-		0.32 - 0.44						
ICRETE AN	ent or	E	Max	418		418				418						-
TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA (metric)	Cement Factor	kg/cu m (3)	Min.	395		335 (1) 360 (2)				335 (1)	360 (2)					
BLE 1. CLA	Specification Section Reference			516 512 734	837	503		503 424 511	512 540	542	909	637	ţ		836	5
TA	Use			Drilled Shaff (12) Metal Shell Piles (12) Sign Structures	Drilled Shaft (12) Light Tower Foundation (12)	Seal Coat		Structures (except Superstructure) Sidewalk Slope Wall	Encasement Box Culverts	End Section and Collar	Median, and Paved Ditch	Concrete Barrier	Spread Footing		Pole Foundation (12)	Drilled Shaft (12) Square or Rectangular
	Class of Conc.			SO		SC				ร					_,	

Notes:

- Fruck-mixed or shrink-mixed. Shrink-mixed concrete will not be permitted for Class PV concrete.
- For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, he cement factor shall be increased by ten percent. **E**Ø8
- The maximum slump may be increased to 175 mm when a high range water-reducing admixture is used for all classes Class PP-1, the maximum slump may be increased to 150 mm. For Class PS, the 175 mm maximum slump may be of concrete except Class PV, SC, and PP. For Class SC, the maximum slump may be increased to 200 mm. increased to 215 mm if the high range water-reducing admixture is the polycarboxylate type. 4
  - The slump range for slipform construction shall be 13 to 40 mm. (Q) (Q)
- 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.
  - 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.
- In addition to the Type III portland cement, 60 kg/cu m of ground granulated blast-furnace slag and 30 kg/cu m of microsilica (silica fume) shall be used. For an air temperature greater than 30 °C, the Type III portland cement may be replaced with Type I or II portland cement. 8
  - The cement shall be a rapid hardening cement from the Department's "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs" for PP-4 and calcium aluminate cement for PP-5. 6
- CA 11 may be used for full-depth patching. In addition, the mix design shall have 72 hours to obtain a 27,500 kPa or Class PP concrete used in bridge deck patching, the aggregate gradation shall be CA 13, CA 14, or CA 16, except compressive or 4,650 kPa flexural. (10)
- 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.  $(\frac{1}{2})$
- 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 (12)
- CA 3 or CA 5 may be used when the nominal maximum size does not exceed two-thirds the clear distance between parallel reinforcement bars, or between the reinforcement bar and the form. Nominal maximum size is defined in Note (13)
- 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. (14)

## 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 Contractors 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 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 concrete mixtures, for 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 (only truck-mixed permitted), 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 735 lbs/cu yd (435 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), 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.

	Aggregat	te Groups							
Coarse Aggregate		Fine Aggregate							
or Coarse Aggregate Blend		Or Fine Aggregate Blend							
	ASTM C 1260 Expansion								
ASTM C 1260 Expansion	≤0.16%	>0.16% - 0.27%	>0.27%						
≤0.16% Group I Group II Group III									
>0.16% - 0.27%	Group II	Group II	Group III						
>0.27%	Group III Group 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-silika reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

Group I – Mixture options are not applicable. Use any cement or finely divided mineral.

Group II – Mixture options 1, 2, 3, 4, or 5 shall be used.

Group III - Mixture options 1, combine 2 with 3, 4 or 5 shall be used.

Group IV – Mixture options 1, combine 2 with 4, or 5 shall be used.

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

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

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

b. Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow.

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

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

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

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

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

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

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

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

- c. Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.60 percent. When aggregate in Group II is involved and the Contractor desires to use a finely divided mineral, any finely divided mineral may be used with the cement unless the maximum total equivalent available alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) exceeds 4.50 percent for the fly ash; or 1.00 percent for the ground granulated blast-furnace slag, microsilica or high reactivity metakaolin. If the alkali content is exceeded, the finely divided mineral may be used only per Mixture Option 5.
- d. Mixture option 4. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.45 percent. When aggregate in Group II or III is

involved and the Contractor desires to use a finely divided mineral, any finely divided mineral may be used with the cement unless the maximum total equivalent available alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) exceeds 4.50 percent for the fly ash; or 1.00 percent for the ground granulated blast-furnace slag, microsilica, or high reactivity metakaolin. If the alkali content is exceeded, the finely divided mineral may be used only per Mixture Option 5.

e. Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The laboratory performing the ASTM C 1567 test shall be approved by the Department according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Laboratory Requirements for Alkali-Silica Reactivity (ASR) Testing". The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content ( $Na_2O + 0.658K_2O$ ), a new ASTM C 1567 test will not be required.

The Engineer reserved the right to verify a Contractor's ASTM C 1567 test result. When the Contractor performs the test, a split sample may be requested by the Engineer. The Engineer may also independently obtain a sample at any time. The proposed cement or finely divided mineral will not be allowed for use if the Contractor or Engineer obtains an expansion value greater than 0.16 percent.

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

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

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

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

If the Contractor is unable to add water to prepare concrete of the specified slump without exceeding the maximum design water/cement ratio, additional cement or 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 an 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, with the Engineer's approval, may add to the truck mixer non air-entraining cement in the proportion necessary to bring the air content within the specified limits, or the concrete may be 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 water storage tank for curing.

**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 slag or lightweight aggregate shall be according to Article 1004.01(e).

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. Additional mixing beyond 100 revolutions shall be at agitating speed unless additions of water, admixtures, cement, 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. Additional mixing beyond 100 revolutions shall be at agitating speed, unless additions of water, admixtures, cement, or other materials are made at the jobsite. Units designed as agitators shall not be used for shrink mixing. The ingredients of the batch shall be completely discharged from the drum before the succeeding batch is introduced. The drum and auxiliary parts of the equipment shall be kept free from accumulations of materials. If additional water or an admixture is added at the jobsite, the concrete batch shall be mixed a minimum of 40 additional revolutions after each addition.

- (4) Mixing Water. Wash water shall be completely discharged from the drum or container before a batch is introduced. All mixing water shall be added at the plant and any adjustment of water at the jobsite by the Contractor shall not exceed the specified maximum water/cement ratio or slump. If strength specimens have been made for a batch of concrete, and subsequently during discharge there is more water added, additional strength specimens shall be made for the batch of concrete. No additional water may be added at the jobsite to central-mixed concrete if the mix design has less than 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together.
- (5) Mixing and Agitating Speeds. The mixing or agitating speeds used for truck mixers or truck agitators shall be per the manufacturer's rating plate.
- (6) Capacities. The volume of plastic concrete in a given batch will be determined according to AASHTO T 121, based on the total weight (mass) of the batch, determined either from the weight (masses) of all materials, including water, entering the batch or directly from the net weight (mass) of the concrete in the batch as delivered.

The volume of mixed concrete in truck mixers or truck agitators shall in no case be greater than the rated capacity determined according to the Truck Mixer, Agitator, and Front Discharge Concrete Carrier Standards of the Truck Mixer Manufacturer's Bureau, as shown by the rating plate attached to the truck. If the truck mixer does not have a rating plate, the volume of mixed concrete shall not exceed 63 percent of the gross volume of the drum or container, disregarding the blades. For truck agitators, the value is 80 percent.

(7) Time of Haul. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work.

The time elapsing from when water is added to the mix until it is deposited in place at the site of the work shall not exceed 30 minutes when the concrete is transported in nonagitating trucks.

The maximum haul time for concrete transported in truck mixers or truck agitators shall be according to the following.

Concrete Temperature at Point	Haul	Time
of Discharge °F (°C)	Hours	Minutes
50-64 (10-17.5)	1	30

>64 (>17.5) - without retarder	1	0
>64 (>17.5) - with retarder	1	30

To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer.

- (8) Production and Delivery. The production of ready-mixed concrete shall be such that the operations of placing and finishing will be continuous insofar as the job operations require. The Contractor shall be responsible for producing concrete that will have the required workability, consistency, and plasticity when delivered to the work. Concrete which is unsuitable for placement as delivered will be rejected. The Contractor shall minimize the need to adjust the mixture at the jobsite, such as adding water, admixtures, and cement 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 or truck-mixed.

The required mixing time for stationary mixers with a capacity greater than 2 cu yd (1.5 cu m) may be less than 75 seconds upon satisfactory completion of a mixer performance test. Mixer performance tests may be requested by the Contractor when the quantity of concrete to be placed exceeds 50,000 sq yd (42,000 sq m). The testing shall be conducted according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Field Test Procedures for Mixer Performance and Concrete Uniformity Tests".

The Contractor will be allowed to test two mixing times within a range of 50 to 75 seconds. If satisfactory results are not obtained from the required tests, the mixing time shall continue to be 75 seconds for the remainder of the contract. If satisfactory results are obtained, the mixing time may be reduced. In no event will mixing time be less than 50 seconds.

The Contractor shall furnish the labor, equipment, and material required to perform the testing according to the current Bureau of Materials and Physical Research's Policy

Memorandum, "Field Test Procedures for Mixer Performance and Concrete Uniformity Tests".

A contract which has 12 ft (3.6 m) wide pavement or base course, and a continuous length of 1/2 mile (0.8 km) or more, shall have the following additional requirements.

- (1) The plant and truck delivery operation shall be able to provide a minimum of 50 cu yd (38 cu m) of concrete per hour.
- (2) The plant shall have automatic or semi-automatic batching equipment.
- (d) All Other Classes of Concrete. The concrete shall be central-mixed, truck-mixed, or shrink-mixed concrete.
- 1020.12 Mobile Portland Cement Concrete Plants. The use of a mobile portland cement concrete plant may be approved under the provisions of Article 1020.10 for volumetric proportioning in small isolated structures, thin overlays, and for miscellaneous and incidental concrete items.

The first 1 cu ft (0.03 cu m) of concrete produced may not contain sufficient mortar and shall not be incorporated in the work. The side plate on the cement feeder shall be removed periodically (normally the first time the mixer is used each day) to see if cement is building up on the feed drum.

Sufficient mixing capacity of mixers shall be provided to enable continuous placing and finishing insofar as the job operations and the specifications require.

Slump and air tests made immediately after discharge of the mix may be misleading, since the aggregates may absorb a significant amount of water for four or five minutes after mixing.

**1020.13** Curing and Protection. The method of curing, curing period, and method of protection for each type of concrete construction is included in the following Index Table.

INDEX TABLE OF C	URING AND PROTECTION OF	CONCRETE C	CONSTRUCTION
	CURING	CURING	LOW AIR
TYPE OF CONSTRUCTION	METHODS	PERIOD	TEMPERATURE
		DAYS	PROTECTION METHODS
Cast-in-Place Concrete 11/			
Pavement	1000 107 1/1/01/01/11/15 3/5/	•	4000 407 )
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	1020.13(a)(1)(2)(3)(4)(3)	<u> </u>	1020.13(6)
Median			
Barrier			
Curb			
Gutter	1020.13(a)(1)(2)(3)(4)(5) 4/5/	3	1020.13(c) <sup>16/</sup>
Curb & Gutter			
Sidewalk			
Slope Wall			
Paved Ditch Catch Basin			
Manhole	1020.13(a)(1)(2)(3)(4)(5) 4/	3	1020.13(c)
Inlet	1020.10(4)(1)(2)(0)(4)(0)	, ,	1020.10(0)
Valve Vault			
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) 21	3 <sup>12/</sup>	1020.13(c)
Bridge Deck Patching	1020.13(a)(3)(5)	3 or 7 <sup>12/</sup>	1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles and Drilled Shafts	1020.13(a)(3)(5)	7	1020.13(d)(1)(2)(3)
Foundations & Footings		*	
Seal Coat	1020.13(a)(1)(2)(3)(4)(5) 4/6/	77	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) <sup>18/</sup>
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
Precast Concrete 11/		<u>_</u>	
Bridge Slabs	·		
Piles and Pile Caps	1020.13(a)(3)(5) 9/10/	As <sup>13/</sup>	9/
Other Structural Members		Required	
All Other Precast Items	1020.13(a)(3)(4)(5) 2/ 9/ 10/	As 14/	9/
7 2 3/3/ / / 2 3/3/	( 4)( 4)( - )( 4)	Required	<b>.</b>
Precast, Prestressed Concrete 11/			
		Until Strand	
All Items	1020(a)(3)(5) <sup>9/ 10/</sup>	Tensioning is	9/
		Released <sup>15/</sup>	· ·

## 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 the concrete has been finished and the water sheen has disappeared from the surface, the concrete shall be immediately sealed with membrane curing compound of the type specified. The seal shall be maintained for the specified curing period. The edges of the concrete shall, likewise, be sealed immediately 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
in.	(mm)	Resistance R
6 or less	(150 or less)	R=16
> 6 to 12	(> 150 to 300)	R=10
> 12 to 18	(> 300 to 450)	R=6
> 18	(> 450)	R=4

The insulating material manufacturer shall clearly mark the insulating material with the thermal resistance R value.

The insulating material shall be completely enclosed on sides and edges with an approved waterproof liner and shall be maintained in a serviceable condition. Any tears in the liner shall be repaired in a manner approved by the Engineer. The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period.

On formed surfaces, the insulating material shall be attached to the outside of the forms with wood cleats or other suitable means to prevent any circulation of air under the insulation and shall be in place before the concrete is placed. The blanket insulation shall be applied tightly against the forms. The edges and ends shall be attached so as to exclude air and moisture. If the blankets are provided with nailing flanges, the flanges shall be attached to the studs with cleats. Where tie rods or reinforcement bars protrude, the areas adjacent to the rods or bars shall be adequately protected in a manner satisfactory to the Engineer. Where practicable, the insulation shall overlap any previously placed concrete by at least 1 ft (300 mm). Insulation on the underside of floors on steel members shall cover the top flanges of supporting members. On horizontal surfaces, the insulating material shall be placed as soon as the concrete has set, so that the surface will not be marred and shall be covered with canvas or other waterproof covering. The insulating material shall remain in place for a period of seven days after the concrete is placed.

The Contractor may remove the forms, providing the temperature is 35 °F (2 °C) and rising and the Contractor is able to wrap the particular section within two hours from the time of the start of the form removal. The insulation shall remain in place for the remainder of the seven days curing period.

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

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

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

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

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

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

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

When insulated forms are used, 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 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.
    - 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 shall be uniformly graded and preference for larger size aggregate shall be used in the mix design. Article 1004.02(d)(2) and information in the "Portland Cement Concrete Level III Technician Course Manual of Instructions for Design of Concrete Mixtures" shall 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 if the time frame will be more than seven days.

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.

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 (10 °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 (10 °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. A copy of the ACI document shall be provided to the Engineer at the construction site. 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. A copy of the ACI document shall be provided to the Engineer at the construction site.

(6) Type of temperature monitoring system, the number of temperature sensors, and location of sensors.

A minimum of two independent temperature monitoring systems and corresponding sensors shall be used.

The temperature monitoring system shall have a minimum temperature range of 32 °F (0 °C) to 212 °F (100 °C), an accuracy of  $\pm$  2 °F ( $\pm$  1 °C), and be able to automatically record temperatures without external power. Temperature monitoring shall begin once the sensor is encased in concrete, and with a maximum interval of one hour. Temperature monitoring may be discontinued after the maximum concrete temperature has been reached, post-cooling is no longer required, and the maximum temperature differential between the internal concrete core and the ambient air temperature does not exceed 35 °F (19 °C). The Contractor has the option to select a higher maximum temperature differential, but the proposed value shall not exceed 50 °F (28 °C). The proposed value shall be justified through a mathematical method.

At a minimum, a temperature sensor shall be located at the theoretical hottest portion of the concrete, normally the geometric center, and at the exterior face that will provide the maximum temperature differential. At the exterior face, the sensor shall be located 2 to 3 in. (50 to 75 mm) from the surface of the concrete. Sensors shall also be located a minimum of 1 in. (25 mm) away from reinforcement, and equidistant between cooling pipes if either applies. A sensor will also be required to measure ambient air temperature. The entrant/exit cooling water temperature for embedded pipe shall also be monitored.

Temperature monitoring results shall be provided to the Engineer a minimum of once each day and whenever requested by the Engineer. The report may be electronic or hard copy. The report shall indicate the location of each sensor, the temperature recorded, and the time recorded. The report shall be for all sensors and shall include ambient air temperature and entrant/exit cooling water temperatures. The temperature data in the report may be provided in tabular or graphical format, and the report shall indicate any corrective actions during the monitoring period. At the

completion of the monitoring period, the Contractor shall provide the Engineer a final report that includes all temperature data and corrective actions.

- (7) Indicate contingency operations to be used if the maximum temperature or temperature differential of the concrete is reached after placement.
- (c) Temperature Restriction Violations. If the maximum temperature of the concrete after placement exceeds 150 °F (66 °C), but is 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

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.

- 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 beam strength specimens may be cured in the same tank.
  - (2) Comparing Test Results. Differences between the Engineer's and the Contractor's split sample test results will not be considered extreme 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)
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, 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, or aggregate gradation split sample retest result is a failure; or if either the Engineer's or Contractor's strength 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, and jobsite air content; 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 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, and jobsite air content; 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 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/final revolution counter reading, at the jobsite, if the mixture is truck-mixed; time discharged at the jobsite; total amount of each admixture added at the jobsite; total amount of water added at the jobsite; and total amount of cement added at the jobsite if the air content needed adjustment.

(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.
	the cost of the various contract contract terms.

#### SCHEDULE A

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

- 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, using the Dunagan or Illinois Modified AASHTO T 255 test method. 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; or other tests at the plant to control mixture production.

## SCHEDULE B

CONTRACTOR JOBSITE SAMPLING & TESTING 1/				
Item	Measured Property	Random Sample Testing Frequency per Mix Design and per Plant <sup>2/</sup>	IL Modified AASHTO Test Method	
Pavement, Shoulder, Base Course,	Slump <sup>3/4/</sup>	1 per 500 cu yd (400 cu m) or minimum 1/day	T 141 and T 119	
Base Course Widening, Driveway Pavement,	Air Content 3/5/	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 And T 152 or T 196	
Railroad Crossing, Cement Aggregate Mixture II	Compressive Strength <sup>7/8/</sup> or Flexural Strength <sup>7/8/</sup>	1 per 1250 cu yd (1000 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23	
Bridge Approach Slab <sup>9/</sup> , Bridge Deck <sup>9/</sup> ,	Slump <sup>3/4/</sup>	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 and T 119	
Bridge Deck Overlay 9/ Superstructure 9/,	Air Content 3/ 5/	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 And T 152 or T 196	
Substructure, Culvert, Miscellaneous Drainage Structures, Retaining Wall, Building Wall, Drilled Shaft Pile & Encasement Footing, Foundation, Pavement Patching, Structural Repairs	Compressive Strength <sup>7/8/</sup> or Flexural Strength <sup>7/8/</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23	
Seal Coat	Slump <sup>3/</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141 and T 119	
	Air Content 3/ 6/	As needed to control production	T 141 And T 152 or T 196	
	Compressive Strength <sup>7/8/</sup> or Flexural Strength <sup>7/8/</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141, T 22 and T 23. Or T 141, T 177 and T 23	

CONTRACTOR JOBSITE SAMPLING & TESTING 1/				
Curb, Gutter, Median,	Slump <sup>3/ 4/</sup>	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 and T 119	
Barrier, Sidewalk, Slope Wall,	Air Content 3/ 5/ 6/	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 And T 152 or T 196	
Paved Ditch, Fabric Formed Concrete Revetment Mat <sup>10</sup> , Miscellaneous Items, Incidental Items	Compressive Strength <sup>7/8/</sup> or Flexural Strength <sup>7/8/</sup>	1 per 400 cu yd (300 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23	
All	Temperature 3/	As needed to control production	T 141 and T 309	
Controlled Low-Strength Material (CLSM)	Flow, Air Content and Compressive Strength	As needed to control production	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.
- 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. 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. Unless a random sample is required for the first truck load, testing the first truck load does not satisfy random sampling requirements.
- 4/ The slump random sample testing frequency shall be a minimum 1/day for a construction item which is slipformed.
- 5/ If a pump or conveyor is used for placement, a correction factor shall be established to allow for a loss of air content during transport. The first three truck loads delivered shall be tested, before and after transport by the pump or conveyor, to establish the correction factor. Once the correction is determined, it shall be re-checked after an additional

50 cu yd (40 cu m) is pumped, or an additional 100 cu yd (80 cu m) is conveyored. This shall continue throughout the pour. If the re-check indicates the correction factor has changed, a minimum of two truckloads is required to re-establish the correction factor. The correction factor shall also be re-established when significant changes in temperature, distance, pump or conveyor arrangement, and other factors have occurred. If the correction factor is 3.0 percent or more, 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.

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

- 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, an air test, slump test, and temperature test shall be performed on the same sample. For mixtures pumped or conveyored, the Contractor shall sample according to Illinois Modified AASHTO T 141.
- 9/ The air content test will be required for each delivered truck load.
- 10/ For fabric formed concrete revetment mat, the slump test is not required and the flexural strength test is not applicable.

#### 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 and Strength	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 <sup>2/</sup>	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 10% of total tests required of the Contractor will be performed per aggregate gradation number and per plant.
	Slump and Air Content	As determined by the Engineer.
Jobsite	Slump <sup>2/</sup> and Air Content <sup>2/3/</sup>	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.
	Strength <sup>2/</sup>	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.

- 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 (\*)
- (I) Portland Cement Concrete Tester Course (\*)
- (m) Portland Cement Concrete Level I Technician Course Manual of Instructions for Concrete Testing (\*)
- (n) Portland Cement Concrete Level II Technician Course Manual of Instructions for Concrete Proportioning (\*)
- (o) Portland Cement Concrete Level III Technician Course Manual of Instructions for Design of Concrete Mixtures (\*)
- (p) Manual of Test Procedures for Materials

<sup>\*</sup> Refer to Appendix C of the Manual of Test Procedures for Materials for more information."

#### SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004 Revised: January 1, 2012

<u>Description</u>. This work shall consist of constructing precast concrete products with self-consolidating concrete. The concrete shall be according to the special provision, "Portland Cement Concrete", except as modified herein.

<u>Definition</u>. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Mix Design Criteria. Article 1020.04 shall apply, except as follows:

- (a) If the maximum cement factor is not specified for the product, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) If the maximum allowable water/cement ratio is not specified for the product, it shall not exceed 0.44.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The hardened visual stability index shall be a maximum of 1.

Mixing Portland Cement Concrete. In addition to Article 1020.11, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

<u>Placing and Consolidating</u>. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

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 shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

#### STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004 Revised: April 1, 2009

<u>Description</u>. 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.

<u>Types of Steel Products</u>. 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.

<u>Documentation</u>. 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 X 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<sub>L</sub> = 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  $MPl_M$  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.

<u>Basis of Payment</u>. 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:

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

Attachinent	
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)	23 lb/ft (34 kg/m)
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	37 lb/ft (55 kg/m)
Other piling	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	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	11 lb/ft (16 kg/m)
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 – 12 m)	14 lb/ft (21 kg/m)
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 – 16.5 m)	21 lb/ft (31 kg/m)
Light Pole w/Mast Arm, 30 - 50 ft (9 - 15.2 m )	13 lb/ft (19 kg/m)
Light Pole w/Mast Arm, 55 - 60 ft (16.5 – 18 m)	19 lb/ft (28 kg/m)
Light Tower w/Luminaire Mount, 80 - 110 ft (24 - 33.5 m)	31 lb/ft (46 kg/m)
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 - 42.5 m)	65 lb/ft (97 kg/m)
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 – 48.5 m)	80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	64 lb/ft (95 kg/m)
Steel Railing, Type S-1	39 lb/ft (58 kg/m)
Steel Railing, Type T-1	53 lb/ft (79 kg/m)
Steel Bridge Rail	52 lb/ft (77 kg/m)
Frames and Grates	
Frame	250 lb (115 kg)
Lids and Grates	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 parallel following items of work?	art of the co	ntract plans for th
Metal Piling	Yes	
Structural Steel	Yes	
Reinforcing Steel	Yes	
Dowel Bars, Tie Bars and Mesh Reinforcement	Yes	
Guardrail	Yes	
Steel Traffic Signal and Light Poles, Towers and Mast Arms	Yes	
Metal Railings (excluding wire fence)	Yes	
Frames and Grates	Yes	
Signature:	Date:	,

#### SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005 Revised: April 1, 2011

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting according to Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

The mobilization payment to the subcontractor is an advance payment of the reported amount of the subcontract and is not a payment in addition to the amount of the subcontract; therefore, the amount of the advance payment will be deducted from future progress payments.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

#### TEMPORARY EROSION AND SEDIMENT CONTROL (BDE)

Effective: January 1, 2012

Revise the first paragraph of Article 280.04(f) of the Standard Specifications to read:

"(f) Temporary Erosion Control Seeding. This system consists of seeding all erodible/bare areas to minimize the amount of exposed surface area. Seed bed preparation will not be required if the surface of the soil is uniformly smooth and in a loose condition. Light disking shall be done if the soil is hard packed or caked. Erosion rills greater than 1 in. (25 mm) in depth shall be filled and area blended with the surrounding soil. Fertilizer nutrients will not be required."

Delete the last sentence of Article 280.08(e) of the Standard Specifications.

### TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: August 1, 2011

Revise the third sentence of the third paragraph of Article 105.03(b) of the Standard Specifications to read:

"The daily monetary deduction will be \$2,500."

**TRAINING SPECIAL PROVISIONS (BDE)** This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **1**. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

<u>BASIS OF PAYMENT</u> This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

#### WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

<u>Description</u>. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) for N30, N50, and N70 mixtures 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	# Wheel	Max Rut Depth
Grade	Passes	in. (mm)
PG 76-XX	20,000	1/2 in. (12.5 mm)
PG 70-XX	15,000	1/2 in. (12.5 mm)
PG 64-XX	10,000	1/2 in. (12.5 mm)

PG 58-XX	

1/ Loose WMA shall be oven aged at 270  $\pm$  5 °F (132  $\pm$  3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Table 2. Tensile Strength Requirements

Asphalt Binder	Tensile Strength psi (kPa)	
Grade	Minimum	Maximum
PG 76-XX	80 (552)	200 (1379)
PG 70-XX		
PG 64-XX	60 (414)	200 (1379)"
PG 58-XX		

#### Production.

Revise the second paragraph of Article 1030.06(a) of the Standard Specifications to read:

"At the start of mix production for HMA, WMA, and HMA using WMA technologies, QC/QA mixture start-up will be required for the following situations; at the beginning of production of a new mix of a new mixture design, at the beginning of each production season, and at every plant utilized to produce mixtures, regardless of the mix."

Insert the following after the sixth paragraph of Article 1030.06(a) of the Standard Specifications:

"Warm mix technologies shall be as follows.

- (1) Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 and tensile strength testing according to Illinois Modified AASHTO T283 (approximately 110 lb (50 kg) total).
- (2) Upon completion of the start-up, WMA production shall cease. The Contractor may revert to HMA production provided a start-up has been previously completed for the current construction season for the mix design. WMA may resume once all the test results, including Hamburg Wheel results are completed and found acceptable by the Engineer."

Add the following after the first paragraph of Article 1030.05(d)(2)c. of the Standard Specifications:

"During production of each WMA mixture or HMA utilizing WMA technologies, the Engineer will request a minimum of one randomly located sample, identified by the Engineer, for Hamburg Wheel testing to determine compliance with the requirements specified in Table 1 herein."

# Quality Control/Quality Assurance Testing.

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

	Frequency of Tests	Frequency of Tests	Test Method See Manual of
Parameter	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	Test Procedures for Materials
Aggregate Gradation	washed ignition     oven test on the mix     per half day of     production	washed ignition     oven test on the mix     per day of     production	Illinois Procedure
% passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)	Note 4.	Note 4.	
Note 1. Asphalt Binder		,	
Content by Ignition Oven	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
Note 2.			
VMA	Day's production ≥ 1200 tons:	N/A	Illinois-Modified AASHTO R 35
Note 3.	1 per half day of production		
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Air Voids  Bulk Specific	Day's production ≥ 1200 tons:	1 per day	Illinois-Modified
Gravity of Gyratory Sample	1 per half day of production		AASHTO T 312
Note 5.	Day's production < 1200 tons:	_	
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Maximum Specific Gravity of Mixture	Day's production ≥ 1200 tons:  1 per half day of	1 per day	Illinois-Modified AASHTO T 209
	production		

	Frequency of Tests	Frequency of Tests	Test Method See Manual of
Parameter	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	Test Procedures for Materials
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per		
	day thereafter (first sample of the day)		

Note 1. The No. 8 (2.36 mm) and No. 30 (600  $\mu$ m) sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch

Note 5. The WMA compaction temperature for mixture volumetric testing shall be 270  $\pm$  5 °F (132  $\pm$  3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270  $\pm$  5 °F (132  $\pm$  3 °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to cool to room temperature it shall be reheated to standard HMA compaction temperatures."

#### Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

#### Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

# WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 100 working days.

# **TEMPORARY SHEET PILING**

Effective: September 2, 1994 Revised: January 1, 2007

<u>Description.</u> This work shall consist of furnishing, driving, adjusting for stage construction when required and subsequent removal of the sheet piling according to the dimensions and details shown on the plans and according to the applicable portions of Section 512 of the Standard Specifications.

This work shall also include furnishing, installing and subsequent removal of all miscellaneous steel shapes, plates and connecting hardware when required to attach the sheeting to an existing substructure unit and/or to facilitate stage construction.

General. The Contractor may propose other means of supporting the sides of the excavation provided they are done so at no extra cost to the department. If the Contractor elects to vary from the design requirements shown on the plans, the revised design calculations and details shall be submitted to the Engineer for approval. The calculations shall be prepared and sealed by an Illinois Licensed Structural Engineer. This approval will not relieve the Contractor of responsibility for the safety of the excavation. Approval shall be contingent upon acceptance by all involved utilities and/or railroads.

Material. The sheet piling shall be made of steel and may be new or used material, at the option of the Contractor. The sheet piling shall have a minimum section modulus as shown on the plans or in the approved Contractor's alternate design. The sheeting shall have a minimum yield strength of 38.5 ksi (265 MPa) unless otherwise specified. The sheeting, used by the Contractor, shall be identifiable and in good condition free of bends and other structural defects. The Contractor shall furnish a copy of the published sheet pile section properties to the Engineer for verification purposes. The Engineer's approval will be required prior to driving any sheeting. All driven sheeting not approved by the Engineer shall be removed at the Contractor's expense.

Construction. The Contractor shall verify locations of all underground utilities before driving any sheet piling. Any disturbance or damage to existing structures, utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Department. The Contractor shall be responsible for determining the appropriate equipment necessary to drive the sheeting to the tip elevation(s) specified on the plans or according to the Contractor's approved design. The sheet piling shall be driven, as a minimum, to the tip elevation(s) specified, prior to commencing any related excavation. If unable to reach the minimum tip elevation, the adequacy of the sheet piling design will require re-evaluation by the Department prior to allowing excavation adjacent to the sheet piling in question. The Contractor shall not excavate below the maximum excavation line shown on the plans without the prior permission of the Engineer. The sheet piling shall remain in place until the Engineer determines it is no longer required.

The sheet piling shall be removed and disposed of by the Contractor when directed by the Engineer. When allowed, the Contractor may elect to cut off a portion of the sheet piling leaving the remainder in place. The remaining sheet piling shall be a minimum of 12 in. (300 mm) below

the finished grade or as directed by the Engineer. Removed sheet piling shall become the property of the Contractor.

When an obstruction is encountered, the Contractor shall notify the Engineer and upon concurrence of the Engineer, the Contractor shall begin working to break up, push aside, or remove the obstruction. An obstruction shall be defined as any object (such as but not limited to, boulders, logs, old foundations etc.) where it's presence was not obvious or specifically noted on the plans prior to bidding, that cannot be driven through or around with normal driving procedures, but requires additional excavation or other procedures to remove or miss the obstruction.

<u>Method of Measurement</u>. The temporary sheet piling will be measured for payment in place in square feet (square meter). Any temporary sheet piling cut off, left in place, or driven to dimensions other than those shown on the contract plans without the written permission of the Engineer, shall not be measured for payment but shall be done at the contractor's expense.

If the Contractor is unable to drive the sheeting to the specified tip elevation(s) and can demonstrate that any further effort to drive it would only result in damaging the sheeting, then the Contractor shall be paid based on the plan quantity of temporary sheeting involved. However, no additional payment will be made for any walers, bracing, or other supplement to the temporary sheet piling, which may be required as a result of the re-evaluation in order to insure the original design intent was met.

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

Payment for any excavation performed in conjunction with this work will not be included in this item but shall be paid for as specified elsewhere in this contract.

Obstruction mitigation shall be paid for according to Article 109.04 of the Standard Specifications.

# DRILLED SOLDIER PILE RETAINING WALL

Effective: September 20, 2001 Revised: October 15, 2011

<u>Description.</u> 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.

<u>Materials</u>. 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 Section 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 Article 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 (Fb), 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.

<u>Construction Requirements</u>. 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 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 reach sufficient strength to maintain its position and shape unless otherwise approved by the Engineer. Materials removed or generated from the shaft excavations shall be disposed of by the Contractor according to Article 202.03. 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 the special provision for "Cleaning and Painting New Metal Structures". 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  $\pm 1$  in. ( $\pm 25$  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.
- (I) 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.

<u>Method of Measurement</u>. 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.

<u>Basis of Payment</u>. 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.

# PIPE UNDERDRAINS FOR STRUCTURES

Effective: May 17, 2000 Revised: January 22, 2010

<u>Description</u>. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe underdrain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 16, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

<u>Construction Requirements.</u> All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

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.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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#### **ATTACHMENTS**

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

## I. GENERAL

- 1. These contract provisions shall apply to all word 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.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract
- **4.** A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4 and 7; Section V, paragraphs 1 and 2a through 2g.

- **5.** Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.
- **6.** Selection of Labor: During the performance of this contract, the contractor shall not:
  - a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - **b.** Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- 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 and 41 CFR 60 (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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seg.) 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - **b.** The contractor will accept as his 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, preapprenticeship, and/or on-the-job-training."
- 2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO 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 minority group employees.
  - **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 minority groups 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 employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- **c.** The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 his 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 his avenues of appeal.

## 6. Training and Promotion:

- **a.** The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- **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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- **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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women

- for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- **b.** The contractor will use best 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 SHA 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 minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.
- 8. 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.
  - **a.** The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- **9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
  - a. The records kept by the contractor shall document the following:
  - (1) The number 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;
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
  - b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

## **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- **b.** As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- **c.** The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.
- b. 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.
- **c.** All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## 2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- **b.** The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
- (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
- (2) the additional classification is utilized in the area by the construction industry;
- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- **c.** If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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 question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- **e.** The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

**a.** 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 or subcontractors, as

appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost 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.

## Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

## a. Apprentices:

- (1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- (3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

# **b**. Trainees:

(1) 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 DOL, Employment and Training Administration.

- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

# 5. 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.

## 6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's 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 SHA contracting officer 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.

## 7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

#### 8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

## 9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

# 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

## 2. Payrolls and Payroll Records:

- **a.** Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- **b.** The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of

contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for submitting payroll copies of all subcontractors.
- **d**. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such 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 the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- **e**. 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 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such

actions 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.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - **b.** Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - **c.** Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

# VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 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 State. 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 contractors' own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.
  - **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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## **VIII. SAFETY: ACCIDENT PREVENTION**

- 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 SHA 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. 333).
- 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. 333).

### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice 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:

# NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 not more than \$10,000 or imprisoned not more than 5 years or both."

# X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- **3.** That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- **4.** That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

# XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 participant shall submit an 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- **d.** The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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,""lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. 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.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

covered transactions by any Federal department or agency; **b.** Have not within a 3-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;

- c. 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 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary 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 Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- **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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- **e.** The prospective lower tie 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.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the Nonprocurement List.

- 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 dealing.
- 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.

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# Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

- 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 participation in this transaction 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.

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# XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(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 his or her bid or proposal that he or she 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 <a href="http://www.dot.state.il.us/desenv/subsc.html">http://www.dot.state.il.us/desenv/subsc.html</a>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.