5

Letting August 2, 2024

Notice to Bidders, Specifications and Proposal



Contract No. 61K52 LAKE County Section 12-00094-00-BR (Lake Forest) Route MUN 1370 (Lake Road) Project SEI5-774 () District 1 Construction Funds

> Prepared by Checked by

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NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. August 2, 2024 at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 61K52 LAKE County Section 12-00094-00-BR (Lake Forest) Project SEI5-774 () Route MUN 1370 (Lake Road) District 1 Construction Funds

Construction of a Open-spandrel arch ridge with cast-in-place concrete deck and bituminous overlay on Lake Road over an unamed ravine in Lake Forest.

- **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 re-advertise the proposed improvement, and to waive technicalities.

By Order of the Illinois Department of Transportation

Omer Osman, Secretary

CONTRACT 61K52

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

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

ERRATA Standard Specifications for Road and Bridge Construction

(Adopted 1-1-22) (Revised 1-1-24)

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RECURRING SPECIAL PROVISIONS

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

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28		Portland Cement Concrete Inlay or Overlay		
29		Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching		
30		Longitudinal Joint and Crack Patching		
31		Concrete Mix Design – Department Provided		
32		Station Numbers in Pavements or Overlays		151

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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BDE SPECIAL PROVISIONS

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

	<u>File</u> Name	<u>Pg.</u>		Special Provision Title	Effective	<u>Revised</u>
	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	134	\boxtimes	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192			Automated Flagger Assistance Device	Jan. 1, 2008	April 1, 2023
	80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426			Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80241			Bridge Demolition Debris	July 1, 2009	
	5053I			Building Removal	Sept. 1, 1990	Aug. 1, 2022
	5026l			Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80449	137	\square	Cement, Type IL	Aug. 1, 2023	
	80384	138	\boxtimes	Compensable Delay Costs	June 2, 2017	April 1, 2019
	80198		Ц	Completion Date (via calendar days)	April 1, 2008	
	80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80453	142	\square	Concrete Sealer	Nov. 1, 2023	
	80261	143	\square	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434			Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	NA 0.0040
	80029	146	\square	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229		H	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	156		Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447	156		Grading and Shaping Ditches	Jan 1, 2023	lan 1 2022
	80433 80443		H	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443 80456	157	\boxtimes	High Tension Cable Median Barrier Removal Hot-Mix Asphalt	April 1, 2022 Jan. 1, 2024	
	80430	158		Hot-Mix Asphalt – Longitudinal Joint Sealant	Nov. 1, 2024	Aug. 1, 2023
	80438	150	R	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2023
	80045		H	Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80450		Н	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	0411. 1, 2022
	80441	160	\boxtimes	Performance Graded Asphalt Binder	Jan 1, 2023	
	80451	165		Portland Cement Concrete	Aug. 1, 2023	
*	80459		Π	Preformed Plastic Pavement Marking	June 2, 2024	
	34261		\Box	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	166	\boxtimes	Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80445	168	\boxtimes	Seeding	Nov. 1, 2022	
*	80457			Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
	80448	174	\boxtimes	Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340			Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	175	\bowtie	Steel Cost Adjustment	April 2, 2014	Jan. 1, 2022
	80397	178	\square	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	179	\square	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	180	\square	Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435		Ц	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410			Traffic Spotters	Jan. 1, 2019	0 1 0 0001
	20338	182		Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	405		Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
*	80439	185		Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
•	80458	100		Waterproofing Membrane System	Aug. 1, 2024	Nov 1 0004
	80302 80454	186		Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80454 80427	187	\mathbb{H}	Wood Sign Support Work Zone Traffic Control Devices	Nov. 1, 2023 Mar. 2, 2020	
	80071	107		Working Days	Jan. 1, 2002	
	00071			working Days	Jan. 1, 2002	

GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: August 2, 2024 Letting

<u>Pg</u> √ <u>#</u>		File Name	Title	Effective	Revised
<u>~</u>		GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	April 1, 2016
		GBSP 13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Sept 2, 2022
		GBSP 14	Jack and Remove Existing Bearings	April 20, 1994	April 13, 2018
		GBSP 16	Jacking Existing Superstructure	Jan 11, 1993	April 13, 2018
		GBSP 18	Modular Expansion Joint	May 19, 1994	Oct 27, 2023
			Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	Oct 23, 2020
		GBSP 25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	April 15, 2022
		GBSP 26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	Apr 22, 2016
		GBSP 28	Deck Slab Repair	May 15, 1995	Feb 2, 2024
		GBSP 29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	April 30, 2021
		GBSP 30	Bridge Deck Latex Concrete Overlay	May 15, 1995	April 30, 2021
		GBSP 31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	April 30, 2021
		GBSP 33	Pedestrian Truss Superstructure	Jan 13, 1998	Oct 27, 2023
		GBSP 34	Concrete Wearing Surface	June 23, 1994	Oct 4, 2016
		GBSP 45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Feb 6, 2013
	$\overline{\square}$	GBSP 53	Structural Repair of Concrete	Mar 15, 2006	Aug 9, 2019
	Ħ	GBSP 55	Erection of Curved Steel Structures	June 1, 2007	<u> </u>
	Π	GBSP 59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	April 15, 2022
		GBSP 60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Apr 22, 2016
		GBSP 61	Slipform Parapet	June 1, 2007	April 15, 2022
189		GBSP 67	Structural Assessment Reports for Contractor's Means and Methods	Mar 6, 2009	Oct 5, 2015
	\Box	GBSP 71	Aggregate Column Ground Improvement	Jan 15, 2009	Oct 15, 2011
	Π	GBSP 72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	April 30, 2021
		GBSP 78	Bridge Deck Construction	Oct 22, 2013	Dec 21, 2016
	\Box	GBSP 79	Bridge Deck Grooving (Longitudinal)	Dec 29, 2014	Mar 29, 2017
		GBSP 81	Membrane Waterproofing for Buried Structures	Oct 4, 2016	March 1, 2019
		GBSP 82	Metallizing of Structural Steel	Oct 4, 2016	Oct 20, 2017
	Π	GBSP 83	Hot Dip Galvanizing for Structural Steel	Oct 4, 2016	March 24, 2023
		GBSP 85	Micropiles	Apr 19, 1996	Oct 23, 2020
192		GBSP 86	Drilled Shafts	Oct 5, 2015	Oct 27, 2023
		GBSP 87	Lightweight Cellular Concrete Fill	Nov 11, 2001	Apr 1, 2016
	\Box	GBSP 88	Corrugated Structural Plate Structures	Apr 22, 2016	April 13, 2018
		GBSP 89	Preformed Pavement Joint Seal	Oct 4, 2016	March 24, 2023
		*GBSP 90	Three Sided Precast Concrete Structure (Special)	Dec 21, 2016	March 22, 2024
		GBSP 91	Crosshole Sonic Logging Testing of Drilled Shafts	Apr 20, 2016	March 24, 2023
204		GBSP 92	Thermal Integrity Profile Testing of Drilled Shafts	Apr 20, 2016	March 24, 2023
	Ē	GBSP 93	Preformed Bridge Joint Seal	Dec 21, 2016	March 24, 2023
	Π	GBSP 94	Warranty for Cleaning and Painting Steel Structures	Mar 3, 2000	Nov 24, 2004
	Ħ	GBSP 96	Erection of Bridge Girders Over or Adjacent to Railroads	Aug 9, 2019	
	\exists	GBSP 97	Folded/Formed PVC Pipeliner	April 15, 2022	
	\square	GBSP 97 GBSP 98	Cured-in-Place Pipe Liner	April 15, 2022	
	\square	GBSP 98 GBSP 99	Spray-Applied Pipe Liner	April 15, 2022	
	+	GBSP 99 GBSP 100		Sept 2, 2022	Oct 27, 2022
		GBSP 100 GBSP 101	Bar Splicers, Headed Reinforcement		Oct 27, 2023
			Noise Abatement Wall, Ground Wall	Dec 9, 2022	
		GBSP 102 GBSP 103	Noise Abatement Wall, Structure Mounted Noise Abatement Wall Anchor Rod Assembly	Dec 9, 2022 Dec 9, 2022	

An * indicates a new or revised special provision.

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2024, the latest editions of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test procedures of Materials" in effect on the date of the invitation of bids and the Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of the Lake Woodbine Bridge Reconstruction, Section 12-00094-00-BR, Project No. P-91-253-12 within the City of Lake Forest, Lake County, Illinois and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

Route: Lake Road Section: 12-00094-00-BR Project: SEI5(774) County: Lake Contract No. 61K52

LOCATION OF PROJECT

The Lake Woodbine Bridge is located along Lake Road just north of the intersection with Woodbine Lane in the City of Lake Forest, Illinois in Lake County. It is located within an historic residential neighborhood along Lake Michigan. The gross and net lengths of the project are 310 ft. (0.06 miles).

DESCRIPTION OF PROJECT

The City of Lake Forest intends to remove the existing Lake Woodbine Bridge and replace it with a clear-span structure and railings that will recognize and be compatible with the character of the surrounding historic district. The project will also include the replacement of landscaping/masonry walls on the northeast, northwest, and southeast corners of the bridge.

The existing structure is a 106-foot-long barrel-arch bridge, that is integral with abutments and pier walls and has a cast-in-place concrete deck and bituminous overlay. The bridge consists of three spans and has a total width of 27 feet and seven inches, with a roadway width of 18 feet. There are ornamental bridge railings on both sides with a sidewalk on the west side. The superstructure is supported on two abutments and two solid concrete pier walls. Additional work includes limited pavement reconstruction, ADA compliant modifications, soil erosion and sediment control, and ravine restoration and all incidental and collateral work necessary to complete the project as shown on the plans and described herein.

MAINTENANCE OF ROADWAYS

Beginning on the date that the Contractor begins work on this project, they shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

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

SNOW REMOVAL

The contractor is responsible for snow plowing within the local traffic only areas to make residential driveways accessible. These locations include areas along Lake Road that are outside of the work zone but behind the Type III barricades South of Barberry Ln and North of E Westminster. The work will not include removal of the snow from the area. This item will be paid for in accordance with Article 109.04 of the standard specifications.

TRAFFIC CONTROL PLAN

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 the work.

The Contractor is allowed to close the North Beach Access Road until 5/1/2025 for worker parking and material storage but must maintain 1 lane for fire access. See the detour plan for additional information about the location. Payment for any additional signage to maintain this closure shall be included in the cost of Traffic Control and Protection, (Special).

STANDARDS:

701006-05	OFF-RD OPERATIONS, 2L, 2W, 15' TO 24" FROM PAVEMENT EDGE
701301-04	LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
701311-03	LANE CLOSURE 2L, 2W, MOVING OPERATIONS - DAY ONLY
701501-06	URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
701801-06	SIDEWALK, CORNER OR CROSSWALK CLOSURE
701901-09	TRAFFIC CONTROL DEVICES

DETOURS

Traffic detours will be required for this contract. The detours and road closures on City of Lake Forest maintained roads shall be according to the applicable Articles and Sections of the Standard Specifications for Road and Bridge Construction and the Supplemental and Recurring Special Provisions, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any other details and Highway Standards as shown on the Detour Plan and the Special Provisions contained herein.

SPECIAL PROVISIONS

MAINTENANCE OF ROADWAYS WORKING HOURS CONSTRUCTION START SNOW REMOVAL TRAFFIC CONTROL AND PROTECTION, (SPECIAL) TEMPORARY INFORMATION SIGNING PUBLIC CONVENIENCE AND SAFETY VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE) WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

WORKING HOURS

The contractor is limited to working withing the following hours: Monday – Friday: 7:00 AM to 8:00 PM Saturday and Sunday – 8:00 AM to 6:00 PM Exceptions shall be approved by the City of Lake Forest.

CONSTRUCTION START

Construction is not permitted to begin before **January 6th**, **2025**. This includes all construction activities, lane closures, and detours on Lake Road and Woodbine Lane unless authorized by the City of Lake Forest.

TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

Traffic Control and Protection, (Special) shall meet the requirements of Division 700. Work Zone Traffic Control and Protection, Signing, and Pavement Marking of the "Standard Specifications" and the following:

<u>Description</u>. This item of work shall consist of furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic during the construction or maintenance of this improvement.

<u>Materials</u>. The materials shall be according to Article 701.02 of the "Standard Specifications" and the following:

Traffic control devices shall include signs and their supports, signals, pavement markings, barricades and their approved weights, channeling devices, warning lights, arrow boards,

flaggers, or any other device used for the purpose of regulating, detouring, warning, or guiding traffic through or around the construction zone.

<u>General</u>. The work shall according to Section 701 of the "Standard Specifications" except as follows:

Add the following lines to the end of the fourth paragraph under Article 701.04:

The Contractor shall dispatch men, materials, and equipment to correct any such deficiencies. The Contractor shall respond to any call from Lake Forest concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

Replace Article 701.10 with the following:

Surveillance. The Contractor shall conduct routine inspections of the work site at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and/or operational requirements of the MUTCD, the Traffic Control Standards, the IDOT Quality Standard For Work Zone Traffic Control Devices, or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall ensure that all the traffic control devices he/she installs are operational, functional, and effective 24 hours a day, seven days a week, including holidays.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per Lump Sum for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

PUBLIC CONVENIENCE AND SAFETY (D1)

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

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

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

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

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

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

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

STATUS OF UTILITIES (D1) Effective: June 1, 2016 Revised: January 1, 2020

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
West side of Lake Road – Sta. 303+00 to Sta. 305+20	Buried Electric	The contractor is alerted that there is an underground electric cable on the west side of Lake Road adjacent to the ROW. The conduit crosses the ravine on the bridge deck where it is embedded in the sidewalk on the west side of the bridge. Prior to construction, ComEd will relocate the line aerially onto temporary poles.	ComEd	10 Days (Under ComEd Review)

Demolition Stage

Demolition Stage: _____10 ____ Days Total Installation

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
ComEd	Dan Mendez	773-799-6111	Daniel.Mendez@ComEd.com

UTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances, the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owner's part can be secured.

Detour Stage

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER
South of Woodbine Lane – Sta. 302+10 to Sta. 302+65	Buried Cable	The contractor is alerted that there is a buried BKTA-50 cable east of Lake Road and crosses Lake Road near Sta. 302+65. There are no conflicts with the proposed improvements.	AT&T
North of Lake Woodbine Bridge – Sta. 304+40 to Sta. 305+20	Buried Cable	The contractor is alerted that there is a buried ANTW-50 cable west of Lake Road. There are no conflicts with the proposed improvements.	AT&T
South of Lake Woodbine Bridge – Sta. 302+45	Overhead Electrical	The contractor is alerted that there is an overhead electrical wire that passes over Lake Road south of the Lake Woodbine Bridge in the vicinity of the proposed bridge construction. There are no conflicts with the proposed improvements.	ComEd
South of Lake Woodbine Bridge – Sta. 302+10 to Sta. 305+20.	10" Water Main	The contractor is alerted that there is an underground water main that passes under the Ravine in the vicinity of the proposed bridge construction. There are no conflicts with the proposed improvements.	City of Lake Forest
South of Lake Woodbine Bridge – Sta. 302+10 to Sta. 302+70.	Underground Electrical	The contractor is alerted that there is an underground electrical line connecting to streetlamps on the east side of Lake Road. It crosses under Lake Road near Sta. 302+55. There are no conflicts with the proposed improvements.	City of Lake Forest
North of Lake Woodbine Bridge – Sta. 304+95 to Sta. 305+20	Underground Electrical	The contractor is alerted that there is an underground electrical line connecting to streetlamps on the west side of Lake Road.	City of Lake Forest

		There are no conflicts with the proposed improvements.	
Buried beneath Lake Road south of the Ravine. Exposed on concrete supports at bottom of the Ravine. Buried west of Lake Road north of the Ravine – Sta. 302+10 to Sta. 305+20.	Sanitary Sewer	The contractor is alerted that there is an exposed existing sanitary sewer on concrete supports. There are no conflicts with the proposed improvements.	City of Lake Forest
South of Woodbine Lane – Sta. 302+10 to Sta. 302+65	2" Gas	The contractor is alerted that there is a buried gas line. There are no conflicts with the proposed improvements.	North Shore Gas
North of Lake Woodbine Bridge – Sta. 304+40 to Sta. 305+20	2" Gas	The contractor is alerted that there is a buried gas line. There are no conflicts with the proposed improvements.	North Shore Gas

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
AT&T	Janet Ahern	630-573-6414	g05256@att.com
ComEd	Dan Mendez	773-799-6111	Daniel.Mendez@ComEd.com
City of Lake Forest	Byron Kutz	847-810-3555	kutzb@cityoflakeforest.com
North Shore Gas	James Massuci	312-240-4419	UtilityMapRequest@NorthShoreGasDelivery.com

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be considered in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided above for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies when necessary. The Department's contractor is responsible for contacting J.U.L.I.E. prior to all excavation work.

COMPLETION DATE PLUS WORKING DAYS (D1)

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

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

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, <u>September 15th, 2025</u> except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within <u>15</u> working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

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

CONTRACTOR COORDINATION

There is a separate locally funded bridge rehabilitation project to the north on Lake Road for the McLennon-Reed Bridge. This project will close Lake Road for a period of time and utilize a detour. Construction is tentatively scheduled to begin on or around March 2025.

The contractor shall schedule work to minimize any conflicts that may arise between contracts as specified in Article 105.08 of the Standard Specifications. No additional compensation will be allowed for delays or inconveniences resulting from activities of other contractors. Any work needed to coordinate with the adjacent project and adjust the detour should be performed to the satisfaction of the engineer and this work will be included in the cost for TRAFFIC CONTROL AND PROTECTION (SPECIAL) and meet any requirements listed in the Traffic Control Plan special provision.

TREE TRUNK PROTECTION

Description.

This work shall consist of tree trunk protection as specified in Section 202 of the Standard Specification and in accordance with the details included in the plans.

All work, materials and equipment shall conform to Section 201.05(b) of the Standard Specifications except as modified herein.

Add the following to Article 201.05(b):

A protective cloth (such as burlap or better as approved by the Engineer) shall be placed between the boards and the tree to prevent scarring of the tree being protected. The protective cloth shall extend past both the top and bottom of the as shown in the plan detail.

PROTECTION OF EXISTING TREES

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

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

- A. Earth Saw Cut of Tree Roots (Root Pruning):
 - 1. Whenever proposed excavation falls within a drip-line of a tree, the Contractor shall:
 - a. Root prune 6-inches behind and parallel to the proposed edge of trench a neat, clean vertical cut to a minimum depth directed by the Engineer through all affected tree roots.
 - b. Root prune to a maximum width of 4-inches using a reciprocating saw blade for cutting tree roots or similar cutting machine. Trenching machines will not be permitted.
 - c. Exercise care not to cut any existing utilities.
 - d. If during construction it becomes necessary to expose tree roots which have not been precut, the Engineer shall be notified and the Contractor shall provide a clean, vertical cut at the proper root location, nearer the tree trunk, as necessary, by means of hand-digging and trimming with chain saw or hand saw. Ripping, shredding, shearing, chopping or tearing will not be permitted.
 - e. Top Pruning: When thirty percent (30%) or more of the root zone is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.
 - 2. Whenever curb and gutter is removed for replacement, or excavation for removal of or construction of a structure is within the drip line/root zone of a tree, the Contractor shall:
 - a. Root prune 6-inches behind the curbing so as to neatly cut the tree roots.
 - b. Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw cut at no additional cost.

c. Locations where earth saw cutting of tree roots is required will be marked in the field by the Engineer.

3. All root pruning work is to be performed through the services of a licensed arborist to be approved by the Engineer.

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

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

- B. Temporary Fence:
 - 1. The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone" before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored or vehicles driven or parked within the "tree protection zone".

2. The exact location and establishment of the "tree protection zone" fence shall be approved by the Engineer prior to setting the fence.

- 3. The fence shall be erected on three sides of the tree at the drip-line of the tree or as determined by the Engineer.
- 4. All work within the "tree protection zone" shall have the Engineer's prior approval. All slopes and other areas not regarded should be avoided so that unnecessary damage is not done to the existing turf, tree root system ground cover.
- 5. The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

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

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

In cases where it is determined, at the sole discretion of the City of Lake Forest, that protection, other than, or in addition to fencing is necessary to afford reasonable protection to existing trees, other protective measures may be required by the City including, but not limited to, protective ground covering such as mulch, wood chips or plywood, to mitigate impacts on tree roots. This work for other protection will be paid for according to Article 109.04 of Standard Specifications.

- C. Tree Limb Pruning:
 - 1. The Contractor shall inspect the work site in advance and arrange with the Roadside Development Unit (847.705.4171) to have any tree limbs pruned that might be damaged by equipment operations at least one week prior to the start

of construction. Any tree limbs that are broken by construction equipment after the initial pruning must be pruned correctly within 72 hours.

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

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

- D. Removal of Driveway Pavement and Sidewalk:
 - 1. In order to minimize the potential damage to the tree root system(s), the Contractor will not be allowed to operate any construction equipment or machinery within the "tree protection zone" located between the curb or edge of pavement and the right-of-way property line.
 - 2. Sidewalk to be removed in the areas adjacent to the "tree protection zones" shall be removed with equipment operated from the street pavement. Removal shall be done by excavation equipment, or by hand, or a combination of these methods. The method of removal shall be approved by the Engineer prior to commencing any work.
 - 3. Any pavement or pavement related work that is removed shall be immediately disposed of from the area and shall not be stockpiled or stored within the parkway area under any circumstances.
- E. Backfilling:
 - 1. Prior to placing the topsoil and/or sod, in areas outside the protection zone, the existing ground shall be disked to a depth no greater than one (1"), unless otherwise directed by the Engineer. No grading will be allowed within the dripline of any tree unless directed by the Engineer.
- F. Damages:
 - 1. In the event that a tree not scheduled for removal is injured such that potential irreparable damage may ensure, as determined by the Roadside Development Unit, the Contractor shall be required to remove the damage tree and replace it on a three to one (3:1) basis, at his own expense. The Roadside Development Unit will select replacement trees from the pay items already established in the contract.
 - 2. The Contractor shall place extreme importance upon the protection and care of trees and shrubs which are to remain during all times of this improvement. It is of paramount importance that the trees and shrubs which are to remain are adequately protected by the Contractor and made safe from harm and potential damage from the operations and construction of this improvement. If the Contractor is found to be in violation of storage or operations within the "tree

protection zone" or construction activities not approved by the Engineer, a penalty shall be levied against the Contractor with the monies being deducted

from the contract. The amount of the penalty shall be two hundred fifty dollars (\$250.00) per occurrence per day.

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SUPPLEMENTAL WATERING

This work will include watering sod, trees, shrubs, vines, and perennials at the rates specified and as directed by the Engineer.

<u>Schedule:</u> Water trees, shrubs, vines, perennials, and sod throughout the growing season (April 1 to November 30) as per the special provisions: Planting Woody Plants and Planting Perennials. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to do supplemental watering, the Contractor must begin the watering operation within 24 hours of notice. The Contractor shall give an approximate time window of when they will begin at the work location to the Engineer. The Engineer shall be present during the watering operation. A minimum of 10 units of water per day must be applied until the work is complete.

Should the Contractor fail to complete the work on a timely basis or within such extended times as may have been allowed by the Department, the Contractor shall be liable to the Department liquidated damages as outlined in the "Failure to Complete Plant Care and Establishment Work on Time" special provision.

In fixing the damages as set out herein, the desire is to establish a mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of the trees if the watering is delayed. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

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

<u>Source of Water</u>: The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

<u>Rate of Application</u>: The normal rates of application for each watering are as follows. The Engineer may adjust these rates as needed depending upon weather conditions.

15 gallons per tree10 gallons per large shrub5 gallons per small shrub2 gallons per vine3 gallons per square foot for perennial plants27 gallons per square yard for Sodded Areas

<u>Method of Application</u>: A spray nozzle that does not damage small plants must be used when watering all vegetation. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. An open hose may be used to water trees, shrubs, and seedlings if mulch and soil are not displaced by watering. The water shall be applied to individual plants in such a manner that the plant hole shall be saturated without allowing the water to overflow beyond

the earthen saucer. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water flow beyond the periphery of the bed. Water shall slowly infiltrate into soil and completely soak the root zone. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

<u>Method of Measurement</u>: Supplemental watering will be measured in units of 1000 gallons of water applied as directed.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per unit of SUPPLEMENTAL WATERING, measured as specified. Payment will include the cost of all water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

PLANTING WOODY PLANTS

This work shall consist of planting woody plants as specified in Section 253 of the Standard Specifications with the following revisions:

Delete Article 253.03 Planting Time and substitute the following:

Spring Planting. This work shall be performed between March 15th and May 31st except that evergreen planting shall be performed between March 15th and April 30th in the northern zone.

Add the following to Article 253.03 (a) (2) and (b):

All plants shall be obtained from Illinois Nurserymen's Association or appropriate state chapter nurseries. All trees and shrubs shall be dug prior to leafing out (bud break) in the spring or when plants have gone dormant in the fall, except for the following species which are only to be dug prior to leafing out in the spring:

- Red Maple (Acer rubra)
- Alder (alnus spp.)
- Buckeye (Aesculus spp.)
- Birch (Betulus spp.)
- American Hornbeam (Carpinus caroliana)
- Hickory (Carya spp.)
- Eastern Redbud (Cercis spp.)
- American Yellowwood (Cladrastis kentuckea spp.)
- Corylus (Filbert spp.)
- Hawthorn (Crataegus spp.)
- Walnut (Juglans spp.)
- Sweetgum (Liquidambar spp.)
- Tuliptree (Liriodendron spp.)
- Dawn Redwood (Metasequoia spp.)
- Black Tupelo (Nyssa sylvatica)
- American Hophornbeam (Ostraya virginiana)
- Planetree (Platanus spp.)
- Poplar (Populus spp.)
- Cherry (Prunus spp.)
- Oak (Quercus spp.)
- Willow (Salix spp.)
- Sassafras (Sassafras albidum)
- Baldcypress (Taxodium distichum)
- Broadleaf Evergreens (all)
- Vines (all)

Fall Planting. This work shall be performed between October 1 and November 30 except that evergreen planting shall be performed between August 15 and October 15.

Planting dates are dependent on species of plant material and weather. Planting might begin or end prior or after above dates as approved by the Engineer. Do not plant when soil is muddy or during frost.

Add the following to Article 253.05 Transportation:

Cover plants during transport to prevent desiccation. Plant material transported without cover shall be automatically rejected. During loading and unloading, plants shall be handled such that stems are not stressed, scraped, or broken and that root balls are kept intact.

Delete the third sentence of Article 253.07 and substitute the following:

Trees must be installed first to establish proper layout and to avoid damage to other plantings such as shrubs and perennials.

The Contractor shall be responsible for all tree, shrub, and vine layout. The layout must be performed by qualified personnel. The planting locations must be laid out as shown in the landscape plan. This will require the use of an engineer's scale to determine dimensions.

Tree and shrub locations within each planting area shall be marked with different color stakes/flags and labeled to denote the different tree and shrub species.

Shrub and vine beds will first be marked out with flags to delineate the perimeter of the planting bed. Once the planting bed has been approved by the Roadside Development Unit, the perimeter shall be painted prior to the removal of the flags and turf. The removal of the existing turf will be by a method approved by the Engineer.

Prior to shrub, vine installation, all plants shall be placed above ground or planting locations clearly marked out.

All utilities shall have been marked prior to contacting the Roadside Development Unit. The Engineer will contact the Roadside Development Unit at (847) 705-4171 to approve the layout prior to installation. Allow a minimum of seven (7) working days prior to installation for approval.

Delete the first paragraph to Article 253.08 Excavation of Plant Holes and substitute with the following:

Protect structures, utilities, sidewalks, bicycle paths, knee walls, fences, pavements, utility boxes, other facilities, lawns and existing plants from damage caused by planting operations. Excavation of the planting hole may be performed by either hand, machine excavator, or auger.

The excavated material shall not be stockpiled on turf, in ditches, or used to create enormous water saucer berms around newly installed trees or shrubs. Remove all excess excavated subsoil from the site and dispose as specified in Article 202.03.

Delete the second sentence of Article 253.08 Excavation of Plant Holes (a) and the third paragraph of Article 253.08(b) and substitute with the following:

<u>Excavation of planting hole width</u>. Planting holes for trees, shrubs, and vines shall be three times the diameter of the root mass and with 45-degree sides sloping down to the base of the root mass to encourage rapid root growth. Roots can become deformed by the edge of the hole if the hole is too small and will hinder root growth.

Planting holes dug with an auger shall have the sides cut down with a shovel to eliminate the glazed, smooth sides and create sloping sides.

<u>Excavation of planting hole depth</u>. The root flare shall be visible at the top of the root mass. If the trunk flare is not visible, carefully remove soil from around the trunk until the root flare is visible without damaging the roots. Remove excess soil until the top of the root mass exposes the root collar.

The root flare shall always be slightly above the surface of the surrounding soil. The depth of the hole shall be equal to the depth of the root mass minus one (1) inch allowing the tree or shrub to sit one (1) inch higher than the surrounding soil surface for trees that have a 1-inch caliper or smaller. The depth of the hole shall be equal to the depth of the root mass minus two (2) inches allowing the tree or shrub to sit two (2) inches higher than the surrounding soil surface for trees that have a 2-inch caliper or larger.

For stability, the root mass shall sit on existing undisturbed soil. If the hole was inadvertently dug too deep, backfill and recompact the soil to the correct depth.

Excavation of planting hole on slopes. Excavate away the slope above the planting hole to create a flattened area uphill of the planting hole to prevent the uphill roots from being buried too deep. Place the excess soil on the downslope of the planting hole to extend the planting shelf to ensure roots on the downhill side of the tree remain buried. The planting hole shall be three times the diameter of the root mass and saucer shaped. The hole may be a bit elongated to fit the contour of the slope as opposed to the typical round hole on flat ground.

Add backfill to create a small berm on the downhill portion of the planting shelf to trap water and encourage movement into the soil to increase water filtration around the tree. Smooth out the slope above the plant where you have cut into the soil so the old slope and the new slope transition together smoothly.

Add the following to Article 253.08 Excavation of Plant Holes (b):

When planting shrubs in shrub beds or vines in vine beds as shown on the plans or as directed by the Engineer, the Contractor will contact the Roadside Development Unit at (847) 705-4171 to approve the layout prior to removing the existing turf. The removal of the existing turf will be by a method approved by the Engineer. Areas damaged outside the delineated planting beds shall be restored at the Contractor's expense.

Spade a planting bed edge at approximately a 45-degree angle and to a depth of approximately 3-inches around the perimeter of the shrub bed prior to placement of the mulch. Remove any debris created in the spade edging process and dispose of as specified in Article 202.03.

Delete Article 253.09 (b) Pruning and substitute with the following:

Deciduous Shrubs. Shrubs shall be pruned to remove dead, conflicting, or broken branches and shall preserve the natural form of the shrub.

Delete the third and fourth paragraphs of Article 253.10 Planting Procedures and Article 253.10 (a) and substitute the following:

Approved watering equipment shall be at the immediate work site area and in operational condition PRIOR TO STARTING the planting operation and DURING all planting operations OR PLANTING WILL NOT BE ALLOWED.

All plants shall be placed in a plumb position and avoid the appearance of leaning. Confirm the tree is straight from two directions prior to backfilling.

Before the plant is placed in the hole, any paper or cardboard trunk wrap shall be removed. Check that the trunk is not damaged. Any soil covering the tree's root flare shall be removed to expose the crown prior to planting.

Check the depth of the root ball in the planting hole. With the root flare exposed, one-inch caliper trees shall be set one inch higher than the surrounding soil and two-inch and larger caliper trees shall be set two inches higher than the surrounding soil. The root flare shall always be slightly above the surface of the surrounding soil. For stability, the root ball shall sit on existing undisturbed soil. If the hole was inadvertently dug too deep, backfill and recompact the soil to the correct depth.

After the plant is place in the hole, all cords and burlap shall be removed from the trunk. Remove the wire basket from the top three quarters (3/4) of the root ball. The remaining burlap shall be loosened and scored to provide the root system quick contact with the soil. All ropes or twine shall be removed from the root ball and tree trunk. All materials shall be disposed of properly.

The plant hole shall be backfilled with the same soil that was removed from the hole. Clay soil clumps shall be broken up as much as possible. Where rocks, gravel, heavy clay, or other debris are encountered, clean topsoil shall be used. Do not backfill excavation with subsoil.

The hole shall be 1/3 filled with soil and firmly packed to assure the plant remains in plumb, then saturated with water. After the water has soaked in, complete the remaining backfill in 8" lifts, tamping the topsoil to eliminate voids, and then the hole shall be saturated again. Maintain plumb during backfilling. Backfill to the edge of the root mass and do not place any soil on top of the root mass. Visible root flair shall be left exposed, uncovered by the addition of soil.

Add the following to Article 253.10 (b):

After removal of the container, inspect the root system for circling, matted or crowded roots at the container sides and bottom. Using a sharp knife or hand pruners, prune, cut, and loosen any parts of the root system requiring corrective action.

Delete the first sentence of Article 253.10(e) and substitute with the following:

<u>Water Saucer</u>. All plants placed individually and not specified to be bedded with other plants, shall have a water saucer constructed of soil by mounding up the soil 4-inches high x 8-inches wide outside the edge of the planting hole.

Delete Article 253.11 and substitute the following:

Individual trees, shrubs, shrub beds, and vines shall be mulched within 48 hours after being planted. No weed barrier fabric will be required for tree and shrub plantings.

The mulch shall consist of wood chips or shredded tree bark free not to exceed two (2) inches in its largest dimension, free of foreign matter, sticks, stones, and clods. Mulch shall be aged in stockpiles for a minimum of four (4) months where interior temperatures reach a minimum of 140-degrees. The mulch shall be free from inorganic materials, contaminants, fuels, invasive weed seeds, disease, harmful insects such as emerald ash borer or any other type of material detrimental to plant growth. A sample must be supplied to the Roadside Development Unit for

approval prior to performing any work. Allow a minimum of seven (7) working days prior to installation for approval.

Mulch shall be applied at a depth of 4-inches around all plants within the entire mulched bed area or around each individual tree forming a minimum 5-foot diameter mulch ring around each tree. An excess of 4-inches of mulch is unacceptable, and excess shall be removed. Mulch shall not be tapered so that no mulch shall be placed within 6-inches of the shrub base or trunk to allow the root flare to be exposed and shall be free of mulch contact.

Care shall be taken not to bury leaves, stems, or vines under mulch material. All finished mulch areas shall be left smooth and level to maintain uniform surface and appearance. After the mulch placement, any debris or piles of material shall be immediately removed from the right of way, including raking excess mulch out of turf areas in accordance with Article 202.03.

Delete Article 253.12 Wrapping and substitute the following:

Within 48 hours after planting, screen mesh shall be wrapped around the trunk of all deciduous trees with a caliper of 1-inch or greater. Multi-stem or clump form trees, with individual stems having a caliper of 1-inch or greater, shall have each stem wrapped separately. The screen mesh shall be secured to itself with staples or single wire strands tied to the mesh. Trees shall be wrapped at time of planting, before the installation of mulch. The lower edge of the screen wire shall be in continuous contact with the ground and shall extend up to a minimum of 36-inches or to the lowest major branch, whichever is less. Replacement plantings shall not be wrapped.

Delete Article 253.13 Bracing and substitute with the following:

Unless otherwise specified by the Engineer, within 48 hours after planting all deciduous and evergreen trees, with the exception of multi-stem or clump form specimens, over 8-feet in height shall require three 6-foot long steel posts so placed that they are equidistant from each other and adjacent to the outside of the ball. The posts shall be driven vertically to a depth of 18-inches below the bottom of the hole. The anchor plate shall be aligned perpendicular to a line between the tree and the post. The tree shall be firmly attached to each post with a double guy of 14-gauge steel wire. The portion of the wire in contact with the tree shall be encased in a hose of a type and length approved by the Engineer.

During the life of the contract, within 72 hours the Contractor shall straighten any tree that deviates from a plumb position. The Contractor shall adjust backfill compaction and install or adjust bracing on the tree as necessary to maintain a plumb position. Replacement trees shall not be braced.

Delete the second sentence of the first paragraph of Article 253.14 Period of Establishment and substitute the following:

This period shall begin in April and end in November of the same year.

Delete the first paragraph of Article 253.15 Plant Care and substitute the following:

During the period of establishment, the Contractor shall properly care for all plants including weeding, watering, adjusting of braces, repair of water saucers, pruning, cultivating, tightening, and repairing supports, repair of wrapping, and furnishing and applying sprays as necessary to keep the plants free of insects and disease, or other work which is necessary to maintain the

health and satisfactory appearance of the plantings. The Contractor shall provide plant care a minimum of every two weeks, or within 36 hours following notification by the Engineer. All requirements for plant care shall be considered as included in the cost of the contract.

Delete the first paragraph of Article 253.15 Plant Care (a) and substitute with the following:

During the period of establishment, watering (initial) shall be performed at least every 30 days following installation during the months of May through November and is included in the cost of the contract unit price per each for TREES, SHRUBS, or VINES, of the species, root type, and plant size specified. The Contractor shall apply per week a minimum of 15 gallons of water per tree, 10 gallons per large shrub, 5 gallons per small shrub, and 2 gallons per vine.

Additional watering will be done once a week (3 times a month) following installation during the months of May through November. Any required additional watering in between the regularly scheduled (initial) watering(s) will be paid for as Supplemental Watering.

Special consideration in determining water needs must be given during extreme weather conditions or if plants exhibit any signs of stress in between the regularly scheduled every thirty-day watering during the period of establishment. Water immediately if plants show signs of wilting or if top (1) inch to two (2) inches of soil is dry. Water to ensure that moisture penetrates throughout the root zone, including the surrounding soil, and only as frequently as necessary to maintain healthy growth. **Do not overwater**.

The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions. Should excess moisture prevail, the Engineer may delete any or all the additional watering cycles.

Add the following to Article 253.15 Plant Care (c):

The contractor shall correct any vine growing across the ground plane that should be growing up desired vertical element (noise wall, retaining wall, fence, knee wall, etc.). Work may include but is not limited to carefully weaving vines through fence and/or taping vines to vertical elements.

Add the following to Article 253.15 Plant Care (d):

The Contractor shall inspect all trees, shrubs, and vines for pests and diseases at least every two weeks during the months of initial planting through final acceptance. Contractor must identify and monitor pest and diseases and determine action required to maintain the good appearance, health, and top performance of all plant material. Contractor shall notify the Engineer with their inspection findings and recommendations within twenty-four (24) hours of findings. The recommendations for action by the Contractor must be reviewed and by the Engineer for approval/rejection. All approved corrective activities will be considered as included in the cost of the contract and shall be performed within thirty-six (36) hours following notification by the Engineer.

Add the following to Article 253.16 Method of Measurement:

Additional Watering will be measured for payment as specified in Supplemental Watering.

Delete Article 253.17 Basis of Payment and substitute the following:

This work will be paid for at the contract unit price per each for TREES, SHRUBS, or VINES, of the species, root type, and plant size specified, and per unit for SEEDLINGS. The unit price shall include the cost of all materials, equipment, labor, plant care, removal, disposal, and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer. Payment will be made according to the following schedule:

- (a) Initial Payment. Upon completion of planting, mulching, wrapping, and bracing, 75 percent of the pay item(s) will be paid.
- (b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third-party bond, the remaining 25 percent of the pay item(s) will be paid."
- (c) Additional Watering will be paid for as specified in SUPPLEMENTAL WATERING.

REQUIRED INSPECTION OF WOODY PLANT MATERIAL

Delete the first sentence of Article 1081.01(c)(1) and substitute the following:

Inspection of plant material will be made at the nursery by the Engineer, or a duly authorized representative of the Department; all plant material must be grown in the field of the nursery supplying the material.

The place of growth for all material, and subsequent inspection, must be located within 150 miles of the project.

The Contractor shall provide the Engineer 30 calendar days advance notice of the plant material to be inspected. Written certification by the Nursery will be required certifying that the plants are true to their species and/or cultivar specified in the plans.

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

Effective: November 1, 2019 Revised: December 1, 2021

Revise Article 1004.03(c) to read:

"(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.		
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20		
Class A-1	1/2 in. (13 mm) Seal	CA 15		
Class A-2 & A-3	Cover Coat	CA 14		
	IL-19.0;	CA 11 ^{1/}		
	Stabilized Subbase IL-19.0			
	SMA 12.5 ^{2/}	CA 13 ^{4/} , CA 14, or CA 16		
HMA High ESAL	SMA 9.5 ^{2/}	CA 13 ^{3/4/} or CA 16 ^{3/}		
	IL-9.5	CA 16, CM 134/		
	IL-9.5FG	CA 16		
	IL-19.0L	CA 11 ^{1/}		
HMA Low ESAL	IL-9.5L	CA 16		

- 1/ CA 16 or CA 13 may be blended with the CA 11.
- 2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ The specified coarse aggregate gradations may be blended.
- 4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve."

Revise Article 1004.03(e) of the Supplemental Specifications to read:

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent."

Revise the "High ESAL" portion of the table in Article 1030.01 to read:

"High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
Ū.	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5"

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

"Item	Article/Section
(g)Performance Graded Asphalt Binder (Note ((h)Fibers (Note 2)	6) 1032

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein.."

"MIXTURE COMPOSITION (% PASSING) 1/													
Sieve Size			SMA	SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max	
1 1/2 in (37.5 mm)													
1 in. (25 mm)		100											
3/4 in. (19 mm)	90	100		100									
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100	
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100	
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 ^{6/}	90	100	
#8 (2.36 mm)	20	42	16	24 4/	16	324/	34 5/	52 ^{2/}	45	60 ^{6/}	70	90	
#16 (1.18 mm)	15	30					10	32	25	40	50	65	
#30 (600 μm)			12	16	12	18			15	30			
#50 (300 μm)	6	15					4	15	8	15	15	30	
#100 (150 μm)	4	9					3	10	6	10	10	18	
#200 (75 μm)	3.0	6.0	7.0	9.0 ^{3/}	7.5	9.5 ^{3/}	4.0	6.0	4.0	6.5	7.0	9.0 ^{3/}	
#635 (20 μm)			≤	3.0	≤ 3	3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0	

Revise table in Article 1030.05(a) of the Standard Specifications to read:

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

Revise Article 1030.05(b) of the Standard Specifications to read:

(b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign							
Mix Design	30	50	70	80	90			
IL-19.0		13.5	13.5		13.5			
IL-9.5		15.0	15.0					
IL-9.5FG		15.0	15.0					
IL-4.75 ^{1/}		18.5						
SMA-12.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}				
SMA-9.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}				
IL-19.0L	13.5							
IL-9.5L	15.0							

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is ≥ 2.760 .
- 4/ Applies when specific gravity of coarse aggregate is < 2.760.
- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone"

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

"IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steal slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours."

Add after third sentence of Article 1030.09(b) to read:

"If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure."

	Breakdown/Intermediate Final Roller Density Re		
	Roller (one of the following)	(one or more of the following)	
IL-9.5, IL-9.5FG, IL-19.0 ^{1/}	V_D , P , T_B , $3W$, O_T , O_B	V_{S} , T_{B} , T_{F} , O_{T}	As specified in Section 1030
IL-4.75 and SMA $_{\rm 3/4/}$	$T_{B,}$ 3W, O_{T}	T _F , 3W	As specified in Section 1030
Mixtures on Bridge Decks ^{2/}	Тв	T _F	As specified in Articles 582.05 and 582.06.

"4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T $_B$), and/or three-wheel (3W) rollers for breakdown, except one of the (T $_B$) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T $_B$) or (3W) rollers can be substituted for an oscillatory roller (O_T). T_F rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver."

Add the following after the fourth paragraph of Article 406.13 (b):

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G_{mb}."

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

"A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

Revise third paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is constructed, the Contractor shall collect and split the mixture according to the document "Hot-Mix Asphalt Test Strip Procedures". The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document "Hot-Mix Asphalt Mixture Design Verification Procedure" Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production."

RECLAIMED ASPHALT PAVEMENT FOR NON-POROUS EMBANKMENT AND BACKFILL (D1)

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

Add the following sentence to Article 1004.05 (a) of the Standard Specifications:

"Reclaimed Asphalt Pavement (RAP) may be used as aggregate in Non-porous Granular Embankment and Backfill. The RAP material shall be reclaimed asphalt pavement material resulting from the cold milling or crushing of an existing hot-mix bituminous concrete pavement structure, including shoulders. RAP containing contaminants such as earth, brick, concrete, sheet asphalt, sand, or other materials identified by the Department will be unacceptable until the contaminants are thoroughly removed.

Add the following sentence to Article 1004.05 (c)(2) of the Standard Specifications:

"One hundred percent of the RAP when used shall pass the 3 inch (75 mm) sieve. The RAP shall be well graded from coarse to fine. RAP that is gap-graded or single-sized will not be accepted."

FRICTION AGGREGATE (D1)

Effective: January 1, 2011 Revised: December 1, 2021

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 ^{5/} :	
		Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete	
HMA	Stabilized Subbase	Allowed Alone or in Combination ^{5/} :	
Low ESAL	or Shoulders	Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete	
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	Allowed Alone or in Combination ^{5/6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}	

Use	Mixture	Aggregates Allowed		
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}		
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	Allowed Alone or in Combination ^{5/} : Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/}		
		Other Combinatio	<u>vinations Allowed:</u>	
		Up to	With	
		25% Limestone	Dolomite	
		50% Limestone	Any Mixture D aggregate other than Dolomite	
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone	
НМА	E Surface	Allowed Alone or	Alone or in Combination ^{5/6/} :	
High ESAL	IL-9.5 SMA Ndesign 80 Surface	Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.		
		Up to	With	
		50% Dolomite ^{2/}	Any Mixture E aggregate	

Use	Mixture	Aggregates Allowed		
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone	
		75% Crushed Gravel ^{2/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag	
HMA	F Surface	Allowed Alone or in Combination ^{5/6/} : Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.		
High ESAL	IL-9.5 SMA Ndesign 80 Surface			
		Other Combinations Allowed:		
		Up to	With	
		50% Crushed Gravel ^{2/} or Dolomite ^{2/}	- · · · · · · · · · · · · · · · · · · ·	

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (D1)

Effective: January 1, 2019 Revised: December 1, 2021

Add to Article 1030.05 (d)(3) of the Standard Specifications to read:

" During mixture design, prepared samples shall be submitted to the District laboratory by the Contractor for verification testing. The required testing, and number and size of prepared samples submitted, shall be according to the following tables.

High ESAL – Required Samples for Verification Testing		
Mixture Hamburg Wheel and I-FIT Testing ^{1/2/}		
Binder total of 3 - 160 mm tall bricks		
Surface total of 4 - 160 mm tall bricks		

Low ESAL – Required Samples for Verification Testing	
Mixture	I-FIT Testing ^{1/2/}
Binder	1 - 160 mm tall brick
Surface	2 - 160 mm tall bricks

- 1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5 percent air voids.
- 2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

Revise the fourth paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above." Add the following to the end of Article 1030.10 of the Standard Specifications to read:

"Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according

to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above."

BRICK PAVEMENT REMOVAL AND REPLACEMENT

<u>Description</u>. This work shall consist of removing, salvaging, stockpiling, storage, security, and reinstalling concrete or brick pavers at the locations shown on the plans or as directed by the Engineer.

Any excess pavers not needed or not reusable, as determined by the Engineer, shall be disposed of offsite.

All non-reusable pavers shall be replaced with the same style and color from the original manufacturer or as approved by the Engineer. When an adequate quantity of pavers to construct the proposed improvements are not available, the Contractor shall furnish pavers matching the same style, size, and color from the original manufacturer or as approved by the Engineer.

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

Item	Article/Section
(a) Fine Aggregate (Note 1)	1003.01, 1003.02(d)
(b) Edge Restraints (Note 2)	
(c) Paving Brick	

Note 1. The fine aggregate used for the bedding course and joint filling shall be sand, silica sand, or slag sand. It shall also be Class A quality and dry. For the bedding course, the gradation shall be FA 1 or FA 2. For joint filling, the gradation shall be FA 9.

<u>Equipment</u>. Equipment shall conform to the following Articles of Division 1100 - Equipment of the Standard Specifications.

Note 1. The masonry saw shall be a wet or dry saw capable of clean and accurate cuts.

Note 2. The vibrator/compactor shall be either a plate compactor with a high frequency, low amplitude plate or a rubber-roller mechanical vibrator.

<u>Aesthetic Mockup, Review, and Approval</u>. A 1 sq yd (sq m) full-scale mock-up using actual job specific edge restraint (if other than combination concrete curb and gutter), materials, brick dimension, colors, methods, and workmanship shall be provided by the Contractor. The actual vibrating equipment and vibrating rate to be used on the job shall be used on the mockup. The accepted mock-up will be the standard by which remaining work will be evaluated for technical and aesthetic merit. The mockup may be in a location of proposed installation where it may remain if approved by the Engineer.

Construction Requirements.

Preparation of Subgrade.

The subgrade shall be prepared according to Section 301of the Standard Specifications, except Articles 301.05 and 301.06 will not apply.

Bedding Course.

The fine aggregate for bedding shall be placed and screeded, without compaction, to a uniform thickness of 1 to 1.5 in. (25 to 38 mm). Prepared areas shall not be left overnight, unless they are protected from disturbance and moisture. Stockpiled material shall be kept covered. Any saturated bedding aggregate shall be removed and replaced.

Installation.

The bricks or pavers shall be laid in a pattern to replace the existing pattern to the satisfaction of the Engineer with a joint width from 1/8 to 1/4 in. (3 to 6 mm) on all sides. The contractor shall document existing brick locations in order to replace them in the same location. Whole bricks or pavers shall be laid first, starting from an exact edge or from the centerline of the pavement, followed by cut bricks or pavers. Cut bricks or pavers shall be at least 33 percent of the whole unit size. After the entire pavement or sidewalk has been laid, it shall be set into the bedding course by one pass of the vibrator/compactor. Vibration/compaction shall stop within 3 ft (1 m) of any unrestrained edge. For pavement, construction equipment shall not be driven on the new surface until the joints have been filled.

Joint Filling.

The fine aggregate for joint filling shall be spread over the pavement or sidewalk and hand broomed into the joints. The aggregate shall then be worked down into the joints with multiple passes of the vibrator/compactor. Each pass shall be alternated 90 degrees from the previous pass. This process shall be repeated until the joints are completely filled. Excess fine aggregate shall be removed by hand brooming. All bricks and pavers within 6 ft (1.8 m) of the laying face shall be compacted and the joints completely filled with sand at the end of each workday.

<u>Method of Measurement</u>. This work will be measured for payment as follows:

(a) Contract Quantities. The requirements for the use of contract quantities shall conform to Article 202.07(a) of the Standard Specifications.

(b) Measured Quantities. This work will be measured for payment in place and the area computed in square feet. Measurements will not include the edge restraints.

Edge restraints constructed of combination concrete curb and gutter will be measured according to Article 606.14 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per square foot for BRICK PAVEMENT REMOVAL AND REPLACEMENT

CONSTRUCTION VIBRATION MONITORING

Description:

This work consists of continuous seismograph monitoring of the utilities, facilities and properties adjacent to the construction as shown on the Plans, as specified herein, or as directed by the City.

Monitoring must be for the complete duration of the Contract in accordance with project specification. The Contractor must coordinate with the City to ensure the proposed monitoring locations are acceptable to the utility owner(s) and the property owners, and accessible to both the Contractor and the City.

<u>Requirements:</u> The Contractor will furnish, install, calibrate, maintain, and operate instrumentation for measuring and recording vibrations and displacements. The Contractor must employ the services of a Seismic Monitoring consultant as approved by the City. Monitoring readings will be dated, recorded, and reported to the Commissioner the same day the readings are taken. Vibration monitoring must be a continuous and uninterrupted process during construction operations.

<u>Corrective Measures</u>: If at any time resulting vibrations and displacements exceed established thresholds, are serious in nature, or cause damage to utilities, facilities or properties, the Contractor must stop work immediately and the necessary corrective measures must be initiated as directed by the City.

In the case of the utilities, facilities or properties within the limits of the monitors indicating vibration values which exceed the threshold value(s) must be exposed and inspected for possible damage under the supervision of the utility, facility or property owner(s) before any and all construction operations resume. The Contractor is responsible for all expenses related to the exposure. The Contractor must reduce the efforts, or otherwise cause appropriate measures to be taken to reduce the resulting vibrations to the acceptable limits. Damage as a result of the work activity of the Contractor will be corrected by the Contractor as determined by the City. No additional compensation will be due the Contractor for repairing these facilities. The Contractor will not be entitled to any claim of delay for stopping of working to take corrective measures.

<u>Submittals:</u> Proposed locations of the monitoring points are to be submitted to the City for approval prior to construction.

The Contractor must submit a Vibration and Displacement Control Plan to the City for approval. The Plan must be approved by the City, utility and property owners prior to the commencement of work. The plan must include, but is not limited to, the following:

- 1. Locations of all monitoring points (Vibration and Displacement)
- 2. Procedure and outline for how the data will be provided to the City
- 3. Type of seismograph to be used (submit to City for approval)
- 4. List of Construction equipment for the Seismic Monitoring consultant
- 5. Timetable that outlines the duration that each monitoring point will be maintained and checked
- 6. A "Response Plan" to detail how the Contractor will address any concerns with vibration or displacement
- 7. Daily monitoring reports within one calendar day of recording
- 8. Drill logs for each hole where instrumentation will be installed

- 9. Materials and mix proportions for grout backfill at annular spaces or abandoned in-ground instrumentation
- 10. Permits required by jurisdictional authority for installation of wells, inclinometers, or instrumentation
- 11. Qualifications of the personnel proposed to install and maintain instrumentation services

Construction Requirements:

Unless determined otherwise, the Contractor's Seismic Monitoring consultant must supervise installation of the field instrumentation. The exact locations of the instruments may be altered in the field but subject to the City's approval.

The Contractor must make certain that none of the instruments and monuments are damaged during the course of construction. The Contractor must pay all costs associated with restoring damaged instruments. The field instrumentation specialist must remove all structural instrumentation at the conclusion of the monitoring effort. Ground instrumentation is disposable and will be abandoned in place.

Basis of Payment: This work will be paid at the contract Lump Sum price for CONSTRUCTION VIBRATION MONITORING.

EXPLORATION TRENCH (SPECIAL)

Description:

This work shall consist of excavating a trench for the purpose of verifying clearances and locations of existing private and public utilities and storm sewers prior to constructing proposed utilities. The exploration trench shall be constructed at the locations as determined by the Engineer and in accordance with Article 213.02 of the Standard Specifications, except as modified herein.

The depth of the trench shall be variable but shall be deep enough to locate all potential conflicts. The width of the trench shall be sufficient to allow proper investigation of the entire trench. The exploration trench shall be backfilled with gradation CA 6 stone, the cost of which shall be included in the item of EXPLORATION TRENCH, SPECIAL.

Construction Requirements:

The Contractor shall provide to the Engineer, in writing, his/her procedures for fulfilling the safety requirements for trench protection.

The excavation shall be backfilled with the excavated material unless noted otherwise. Excess excavated material shall be removed and disposed of off-site by the Contractor in accordance with Article 202.03 of the Standard Specifications.

The area of the excavation shall be abandoned in the same condition as it was prior to the work, unless noted otherwise on the Plans.

Method of Measurement:

This work will be measured for payment in feet of actual trench constructed along the centerline of the exposed portion of the utility. The width of the trench will not be measured for payment.

The protection of excavation will not be measured for payment.

The backfilling and compacting of the excavated trench with the excavated material, and ground restoration to match existing conditions, will not be measured for payment. Removal and disposal off-site of any excess excavated material will not be measured for payment.

Basis of Payment:

This work will be paid at the contract unit price per foot for EXPLORATION TRENCH, SPECIAL, regardless of the depth required, and no extra compensation will be allowed for delays, inconveniences, or damages sustained by the Contractor performing the work.

SEEDING, CLASS 4 (MODIFIED)

This work shall consist of preparing the seed bed, placing the seed, and other materials required in the seeding operation in areas as shown in the plans.

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

Class 4 (Modified) seed mixtures shall be supplied in pounds of Pure Live Seed. All native seed species will be local genotype and verified that original seed collection source must originate from a radius of 100 miles from Lake County.. Fertilizer is not required.

Article 250.07 Seeding Mixtures – Add the following to Table 1:

SEEDING, CLASS 4 (MODIFIED) – NATIVE SEEDING MIX

Scientific Name	Common Name	OZ/ACRE
Aster lateriflorus	Side-Flowering Aster	4.00
Amphicarpaea bracteata	Upland Hog Peanut	1.00
Aster macrophyllus	Big-Leaved Aster	4.00
Brachyelytrum erectum	Long-Awned Wood Grass	4.00
Bromus pubescens	Woodland Brome	2.00
Carex blanda	Commonwood Sedge	1.00
Carex pedunculata	Long-Stalked Hummock Sedge	0.50
Carex pensylvanica	Common Oak Sedge	1.00
Cinna arundinacea	Common Wood Reed	8.00
Elymus virginicus	Virginia Wild Rye	48.00
Eupatorium rugosum	White Snakeroot	4.00
Fragario virginiana	Strawberry	2.00
Geranium maculatum	Wild Geranium	4.00
Geum canadense	Wood Avens	4.00
<i>Glyceria</i> striata	Fowl Manna Grass	8.00
Hystrix patula	Bottlebrush Grass	12.00
Leersia virginica	White Grass	16.00
Phlox divaricata	Woodland Phlox	2.00
Ranunculus septrionalis	Swamp Buttercup	2.00
Rudbeckia laciniata	Wild Golden Glow	2.00
Solidago flexicaulis	Broad-Leaved Goldenrod	4.00
Solidago ulmifolia	Elm-Leaved Goldenrod	2.00
Violo sororia	Common Blue Violet	1.00
Zizia aurea	Golden Alexanders	1.00
	Total	137.50

Cover Crop

Scientific Name	Common Name	Pounds/Ac
Avena sativa	Seed Oats	100
Lolium multiflorum	Annual Rye Grass	60

Variation in the Class 4 (Modified) seed quantities or varieties may be allowed in the event of a crop failure or other unforeseen conditions. Quantities of proposed substitutions shall be determined by seed count. The Contractor shall provide for the approval of the Engineer a written description of the proposed changes to the Class 4 Mixture, the reasons for the change, and the name of the seed suppliers who were contacted in an effort to obtain the specified species. Adjustments will be made at no cost to the contract. Approval of substitutes shall in no way waive any requirements of the contract.

Seeding Time:

Class 4 (Modified) Seeding shall be completed between October 15 to May 15 but not when raining or when the ground is covered with snow unless prior written approval is received from Engineer. No seed shall be sown when the ground is not in proper condition for seeding. Seeding done outside of this time frame will not be measured for payment unless approved in writing by Engineer in advance.

The Contractor shall schedule work so that final grade is achieved during the specified seeding times. Any seeding installed on or after March 1 must be incorporated into the soil surface, but no deeper than ¼ inch, such as by rangeland type seed drill, harrow, hand rake, or other method approved by the Engineer.

Bagging, Transporting, and Storing Seed:

Seed mixtures of the specified classes shall be thoroughly mixed, labeled ad bagged by the supplier. Purity and germination tests no older than twelve months old must be submitted for all seed supplied to verify quantities of bulk seed required to achieve LB PLS specified.

Seed shall be thoroughly mixed, labeled and bagged by the supplier. Seed shall be bagged, transported, and stored in such a manner to protect it from damage and to maintain the viability of the seed. All seed mixtures shall be brought to the site in clearly labeled and unopened bags.

Seed shall be adequately protected from rain, temperature extremes, rodents, insects, and other such factors that could adversely affect seed viability during transport or while being stored prior to planting. Bags of seed that are leaking, wet, moldy, or otherwise damaged shall be rejected and promptly removed from the site of work. Prior to application, the Engineer must approve the seed mix in the bags on site.

Layout of Seeding:

The Contractor shall be responsible for filed verifying the acreage of the area(s) to be seeded. The amount of seed ordered shall match the area(s) to be seeded during the pending planting season. A minimum of 30 days shall be allowed for seed acquisition, testing, and inspection.

The Contractor shall demarcate all areas to be seeded and estimate quantities of each area to determine the quantity of seed necessary to achieve the specified seed rate per acre. The Contractor shall delineate the perimeter of the seedbed with wooden lathe. The wooden lathe shall remain in place. The contractor shall provide a minimum of seven calendar days notice to the Engineer to allow for review and approval of seeding layout.

Inspection:

The Engineer must witness the delivery of seed with original labels attached in the field. A bag ticket must be affixed to each bag of seed upon delivery and shall not be removed until the Engineer has reviewed and accepted each bag of seed. The label shall bear the dealer's guarantee of mixture and year grown, purity and germination, and date of test.

Seed Bed Preparation:

All area(s) to be seeded must be properly prepared prior to planting seed.

Bare earth seeding refers to sowing seed upon soils with no existing vegetative cover. In areas with existing vegetation, the vegetation shall be eradicated as specified or as directed by the Engineer. Seed bed preparation shall not be started until all requirements of Section 212 have been completed. The area to be seeded shall be worked to a minimum depth of 3 in. (75 mm) with a disk, tiller, box rake, or other equipment approved by the Engineer. In areas with heavy soils, tilling or power raking will be required to achieve the proper depth. All soil clods shall be reduced to a size not larger than $\frac{1}{2}$ in. (13 mm) in the largest dimension to create a friable, pulverized topsoil surface suitable for seeding. Dragging the soil surface with the blade of a loader or dozer will not be an acceptable method of seed bed preparation. The prepared surface shall be relatively free of weeds, stones, roots, sticks, debris, rills, gullies, crusting, caking, and compaction. No seed shall be sown until the seed bed has been approved by the Engineer.

Seeding Methods:

No seed shall be sown when wind gusts exceed 25 miles per hour or when the ground is not in a proper condition for seeding, nor shall any seed be sown until the purity test has been completed for the seeds to be used, and said tests show that the seed meets the noxious weed seed requirements. All equipment shall be approved by the Engineer prior to being used. Prior to starting work, seeders shall be calibrated and adjusted to sow seeds at the required seeding rate. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded. The Engineer shall be notified 48 hours prior to beginning the seeding operations so that the Engineer may determine by trial runs that a calibration of the seeder will provide uniform distribution at the specified rate per acre.

Seeding Classes 4 (Modified) shall be sown with a broadcast seeder or a rangeland type seed drill.

Hand broadcasting and other methods of sowing seed will be allowed in special circumstances as approved by the Engineer. Special circumstances include but are not necessarily limited to steep slopes (over 1:3 (V:H)), inaccessible areas, wet areas, or other unique situations where the use of the specified equipment is not possible.

Method of Measurement:

SEEDING, CLASS 4 (MODIFIED) will be measured for payment in acres of surface area of seeding.

Basis of Payment:

SEEDING, CLASS 4 (MODIFIED) shall be paid at the Contract unit price per acre. Payment shall be in full for seed, planting, and furnishing all labor to complete the work as set forth above.

EROSION CONTROL BLANKET, SPECIAL (WILDLIFE SAFE)

This Special Provision revises Section 251 of the Standard Specifications for Road and Bridge Construction to eliminate the use of Excelsior Blanket for Erosion Control Blanket. This work shall consist of furnishing, transporting, and placing 100 % biodegradable erosion control blanket over seeded areas as detailed on the plans, according to Section 251 except as modified herein.

Delete "either excelsior blanket or" of the first sentence of Article 251.04 Erosion Control Blanket.

Delete "excelsior and" of the second sentence of Article 251.04 Erosion Control Blanket.

Delete Article 1081.10 (a) Excelsior Blanket.

Delete the first paragraph of Article 1081.10 (b) Knitted Straw Mat and substitute the following:

Knitted Straw Mat. Knitted straw mat shall be a machine-produced mat of 100% clean, weed free agricultural straw. The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the blanket with a functional longevity of up to 12 months. The blanket shall be covered on top and bottom sides with a 100% biodegradable woven natural organic fiber netting. No plastic netting will be allowed. Netting shall be "leno-weave" with movable joints (not fixed or welded). The netting consists of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands to form an approximate 0.50×1.0 - inch ($1.27 \times 2.54 \text{ cm}$) mesh. The blanket shall be sewn together with flexible joints on 1.50 - inch (3.81 cm) centers with biodegradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2 - 5 inches (5 - 12.5cm) from the edge) as an overlap guide for adjacent mats.

Delete the first paragraph of Article 1081.10 (c) (2) Knitted Straw Mat and substitute the following:

Knitted Straw Mat. The blanket shall be machine-produced 100% biodegradable blanket, which contains 70% agricultural straw and 30% coconut fiber with a functional longevity of up to 18 months. The blanket shall be of consistent thickness with the straw and coconut evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom sides with 100% biodegradable woven natural organic fiber netting. The top netting shall be "leno-weave," with movable joints (not fixed or welded). The netting consists of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands to form an approximate 0.50×1.0 - inch $(1.27 \times 2.54 \text{ cm})$ mesh. The blanket shall be sewn together on 1.50 - inch (3.81 cm) centers with degradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2 - 5 inches (5 - 12.5cm) from the edge) as an overlap guide for adjacent mats.

Delete Article 1081.10(d) Wire Staples.

Add the following to Article 1081.10 (e) Wood Stakes:

Biodegradable plastic stakes will be allowed. The biodegradable plastic anchor shall be approximately 6 - inches (15.24 cm) in length. No metal wire stakes will be allowed.

Add the following to Article 251.06(b) Method of Measurement:

(b) Measured Quantities. EROSION CONTROL BLANKET, SPECIAL will be measured for payment in place in square yards of actual surface area covered.

Add the following to Article 251.07 Basis of Payment:

EROSION CONTROL BLANKET, SPECIAL shall be paid at the Contract unit price per square yard.

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS (D1)

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

Revise Article 402.10 of the Standard Specifications to read:

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

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

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

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

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

Add the following to Article 402.12 of the Standard Specifications:

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

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

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

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

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

ORNAMENTAL RAILING

<u>Description</u>: This work consists of furnishing and installing Precast Concrete Ornamental Railing. This item must consist of all labor, tools, equipment, materials, and products as required to complete the work for Precast Concrete Ornamental Railing. This item must include all Work indicated on Drawings and specified in all applicable Architectural Specifications. This work includes, but is not limited to, fabrication and placement of architectural precast railing elements (handrails, pilasters, and balusters) onto cast-in-place concrete plinths with reinforcing, connectors, grout, joint sealant, and precast manufacturer anti-graffiti sealant. Materials, placement, mockups, and the complete structural engineering design of the precast, including connection to cast-in place concrete plinths are to be designed by precast manufacturer by a licensed structural engineer in the State of Illinois, and be submitted with a comprehensive precast submittal, and is incidental to the Precast Concrete Ornamental Railing. All precast manufacturer design for lateral loads is also incidental to the Architectural Precast Concrete Ornamental Railing. Work under this item must be performed in accordance with IDOT Standard Specifications for Road and Bridge Construction and the following architectural specification sections:

A. Precast Architectural Concrete.

<u>Materials</u>: Precast ornamental railing components included handrails, pilasters, and balusters. Stainless steel structural reinforcement is also included.

<u>Construction Requirements</u>: Contractor to furnish to precast manufacturer and coordinate a complete survey of all areas to receive precast prior to precast shop drawing submittal and is incidental to the Precast Concrete Ornamental Railing. Any variation shall not be cause for additional compensation for a change in scope of work, however, the Contractor will be paid for the quantity actually furnished at the unit price bid for the work. Precast Concrete Ornamental Railing to be installed per the manufacturers detailed shop drawings.

Structural Performance: Provide architectural precast concrete units and connections capable of withstanding the following design loads within limits and under conditions indicated.

- 1. Contractor is to design, engineer, fabricate, supply, and install the complete balustrade railing to safely resist crash and impact loads of TL-1 as required by AASHTO requirements for highway structures. All plates, angles, fittings, and all other accessories, are to be of stainless-steel conforming to ASTM A240/A276, Type 304. Details shown in the construction documents are suggested details only and may be modified by the fabricator as necessary and with the written approval of the Engineer of Record. All calculations, shop drawings showing reinforcing steel details, and connecting details are to be submitted by the Fabricator for approval by the Engineer of Record.
- 2. Project-Specific Loads: Design shall also consider effects of all lifting and handling loads on precast elements.
- 3. Design precast concrete units and connections to maintain clearances at openings, to allow for fabrication and construction tolerances, to accommodate live-load deflection, shrinkage and creep of primary supporting structure, and other structural movements as follows:
 - a. Upward and downward movement of $\frac{1}{2}$ inch.
- 4. Thermal Movements: Provide for in-plane thermal movements resulting from annual ambient temperature changes of 100 deg F.

<u>Method of Measurement</u>: Precast Concrete Ornamental Railing will be measured for payment in place in feet.

Basis of Payment: This work will be paid for at the contract price per foot for ORNAMENTAL RAILING.

PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE

<u>Description</u>. This work shall consist of connecting proposed pipes to existing manholes or catch basins at the locations and elevations as shown on the plans.

<u>Materials.</u> Materials shall be according to Articles 602.02 and 1024.02 of the Standard Specifications.

<u>Construction Requirements.</u> The work shall be performed in accordance with applicable portions of Sections 550 and 602 of the Standard Specifications and as specified herein.

Excavation and backfill for connections to existing manholes or catch basin shall be in accordance with Articles 550.04 and 550.07, respectively. A hole adequate to receive the new pipe shall be cored into the manhole, catch basin, or inlet with proper coring equipment.

The invert shall be brought into the existing manhole at the elevation shown on the plans. The pipe connection shall be made watertight using non-shrink concrete grout or equivalent method with approval of the Engineer. The downstream pipes in manholes shall be screened to prevent entry of mortar or other debris from entering the system.

After connection is made to a storm drain manhole and the grout holding the pipe in place has set, cut the pipe off evenly so that no more than two (2) inches of pipe protrudes into the manhole and any screening shall be removed. Any mortar or other debris that has entered the existing manhole or catch basin as a result of the work shall be removed.

Method of Measurement. This work will be measured for payment in units of each.

<u>Basis of Payment.</u> The work shall be paid for at the contract unit price per each for PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE.

SANITARY MANHOLES TO BE ADJUSTED

Description.

This work shall consist of adjusting sanitary sewer manhole frame and lids in accordance with applicable portions of Section 602 and 603 of the Standard Specifications.

Materials.

Materials shall be according to Article 602.02 of the Standard Specifications.

Construction Requirements.

The adjustments to existing frames, grates and lids shall be in accordance with applicable portions of Section 602 and 603 of the Standard Specifications. Sanitary manholes shall be fitted with an external chimney seal conforming to ASTM C923.

Method of Measurement.

This work will be measured for payment in units of each.

Basis of Payment.

This work will be paid for at the contract unit price per each for SANITARY MANHOLES TO BE ADJUSTED.

ENGINEER'S FIELD OFFICE TYPE A (D1)

Effective: January 1, 2022

Revise the first paragraph of Article 670.02 to read:

670.02 Engineer's Field Office Type A (D1). Type A (D1) field offices shall have a ceiling height of not less than 7 feet and a floor space of not less than 1000 square feet with a minimum of two separate offices. The office shall also have a separate storage room capable of being locked for the storage of the nuclear measuring devices. The office shall be provided with sufficient heat, natural and artificial light, and air conditioning. Doors and windows shall be equipped with locks approved by the Engineer.

Add the following to Article 670.07 Basis of Payment.

The building or buildings, fully equipped, will be paid for at the contract unit price per calendar month or fraction thereof for ENGINEER'S FIELD OFFICE, TYPE A (D1).

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996 Revised: January 29, 2020

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>ltem</u>	Article/Section
a.)	Sign Base (Note 1)	1090
b.)	Sign Face (Note 2)	1091
c.)	Sign Legends	1091
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 3)	1090.02

- Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.
- Note 2. The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.
- Note 3. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIREMENTS

Installation.

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

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

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.

STORM SEWER ADJACENT TO OR CROSSING WATER MAIN (D1)

Effective: February 1, 1996 Revised: January 1, 2007

This work consists of constructing storm sewer adjacent to or crossing a water main, at the locations shown on the plans. The material and installation requirements shall be according to the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the applicable portions of Section 550 of the Standard Specifications; which may include concrete collars and encasing pipe with seals if required.

Pipe materials shall meet the requirements of Sections 40 and 41-2.01 of the "Standard Specifications for Water and Sewer Main Construction in Illinois", except PVC pipe will not be allowed. Ductile-Iron pipe shall meet the minimum requirements for Thickness Class 50.

Encasing of standard type storm sewer, according to the details for "Water and Sewer Separation Requirements (Vertical Separation)" in the "STANDARD DRAWINGS" Division of the "Standard Specifications for Water and Sewer Main Construction in Illinois", may be used for storm sewers crossing water mains.

<u>Basis of Payment</u>: This work will be paid according to Article 550.10 of the Standard Specifications, except the pay item shall be STORM SEWER (WATER MAIN REQUIREMENTS), of the diameter specified.

CONCRETE FINISH

Description

This work shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Section 503 - Concrete Structures and Section 504 - Precast Concrete Structures.

In addition to the current Standard Specifications for Road and Bridge Construction, Section 503 and Section 504, and specification FURNISHING AND ERECTING PRECAST CONCRETE ARCH, unless noted otherwise on the Plans, the following additional requirements shall be met:

- Replacement Procedures: Submit narrative description of procedures and methods for construction of new bridge elements including cleaning, matching existing historic concrete, removal of existing damaged concrete, preparation, and finishing to achieve matching texture.
- 2. Concrete Contractor Statement
 - a. Company specializing in performing work of the type specified and with minimum of 10 years of documented successful experience providing concrete work in similar size and complexity to that required for this project.
 - i. Successful Contractor shall submit a list of at least three similar, complete projects to the Commissioner including a name of a person (Owner, Manager, Architect, etc.) who may be contacted for information concerning referenced projects. Contractor will be expected to be well versed with historic construction, methodologies, conditions and solutions.
 - ii. Superintendent and foreman for work in this section assigned to this project shall each have a minimum of ten (10) years' experience with this type of concrete work. References of projects they have completed shall be submitted to the Commissioner by the successful contractor.
 - iii. Installer qualifications: Employ only concrete specialists experienced in restoration and matching historic concrete with a minimum of five (5) years project experience and provide written and photographic documentation of finish concrete skills.
 - iv. Commissioner reserves the right to dismiss contractors that do not meet this requirement.
- 3. All new concrete shall match the existing concrete in color and texture.
 - a. Architects Sample: Harvest and match sample as directed in Selective Demolition.
 - b. Color: Integral Color Admixture, ASTM C979 to Match Existing concrete color. Color as selected by Commissioner by samples and mock-ups. Locations of application are noted on the Plans.
 - c. Texture: ACI 301 Surface Finish SF-2.0 with Grout-Cleaned Rubbed or similar as approved via mock-up to match existing texture.
 - i. As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. This cast texture shall be coordinated and approved prior to pour and as submitted

and approved by the Commissioner in the Replacement Procedure Narrative.

- ii. Patch voids larger than 3/4 inch wide or 1/2 inch deep.
- iii. Remove projections larger than 1/4 inch.
- iv. Patch tie holes.
- v. Surface Tolerance: ACI 117 (ACI 117M) Class A Exposed to Public View.
- vi. Weather Limitations: Application shall be done at 40 degrees F and rising for at least 72 hours. No rain or water shall be applied to the finish during this curing period or work shall have to be removed and redone according to the Commissioner.
- vii. Locations: All exposed concrete locations, unless noted otherwise on the Plans.
- viii. Grout Rubbed Finish: Apply the following to all as cast surface finishes exposed to view, unless noted otherwise on the Plans. Apply as approved in mock-up process. Grout Rubbed Finish will not be measured separately and are included in this pay item.
 - Mix 1 part Portland Limestone Cement to 1-1/2 parts fine sand, complying with ASTM C144 or ASTM C404, by volume, with sufficient water to produce a mixture with the consistency of thick paint. Add white Portland Limestone Cement and Admixture/Pigment in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Fine sand to be of same material used in mix design or may differ depending on approved mock-ups. Brown masons sand shall be utilized unless determined otherwise in mock-up process. Pigment selection for finishing may differ from pigment for concrete mix. Allow for (3) different pigments to be tested during mock-up process.
 - 2. Wet concrete surfaces.
 - 3. Immediately after removing the forms, form ties shall be broken back a minimum of three-quarters (¾) inch from the surface, honeycomb, voids, and other surface defects grouted.
 - a. Wet surface of concrete to prevent absorption of water from grout, and apply grout uniformly with brushes. Immediately after applying grout mix, scrub the surface with a cork float or stone to coat surface and fill remaining air voids and other remaining surface defects. Remove excess grout by working the surface with rubber float. After the surface whitens from drying, rub with clean burlap to approved mock-up finish. Cure surface for a period of seventy two (72) hours.
- d. Cleaning of existing concrete
 - i. In order to closely match the existing concrete, existing concrete areas shall be cleaned to be able to assess correct color and finish.

- e. Sample: Prepare cured samples in range to match existing. Provide a minimum of (3) samples in a minimum of 12-inch square or diameter based on ingredients determined by testing.
 - i. Include finish treatment and sealer to confirm intended final finish.
 - ii. Submit to Commissioner for review and approval prior to finalizing mix design.
- f. Mock-ups: Prepare mockups as follows to demonstrate aesthetic effects and qualities of materials and execution. Crews that perform mock-ups shall be the same as the crews that will perform the work.
 - i. Vertical and Horizontal elements including slab, curb, deck and structural elements:
 - 3-ft x 3-ft mock-up(s) shall be submitted to the Commissioner for approval, demonstrating the new vertical and horizontal elements. This shall be based on direction from Commissioner approved samples.
 - a. Include proposed protective coat/sealer and finish texture.
 - 2. Prepare in location as directed by Commissioner to be able to compare existing and new concrete.
 - 3. Demonstrate methods of curing, aggregate exposure, wood sealers, and coatings, as applicable.
 - 4. In presence of Engineer, demonstrate part of an exposed-face surface for each finish, color, and texture, and demonstrate materials and techniques proposed for repair of tie holes and surface blemishes to match adjacent undamaged surfaces.
 - a. Allow for (3) different pigments to tested during finish mock-up process.
 - 5. Mock-up process shall continue until match is approved by Commissioner.
 - 6. Maintain field sample panels during construction in an undisturbed condition as a standard for judging the completed Work.
 - 7. Demolish and remove field sample panels when directed.
- g. Preinstallation Meeting: Require representatives of each entity directly concerned with cast-in-place concrete to attend including General Contractor Superintendent, testing agency responsible for concrete design mixtures, concrete finish specialist:
 - i. Review the following
 - 1. Samples of proposed concrete appearance for color, texture, and finish
 - 2. Special Inspection and testing and inspecting agency procedures for field quality control
 - 3. Construction joints, control joints, isolation joints, joint filler strips
 - 4. Semirigid joint filler.
 - 5. Anchor rod and anchorage device installation tolerances.
 - 6. Cold and hot weather concreting procedures.
 - 7. Concrete finishes and finishing.

- 8. Curing procedures.
- 9. Forms and form-removal limitations.
- 10. Shoring and reshoring procedures.
- 11. Concrete protection.
- 12. Initial curing and field curing of field test cylinders (ASTM
- 13. C31/C31M.)
- 14. Protection of field cured field test cylinders
- 15. Finishing and final cleaning coordination of timeline to produce desired finish
 - a. Contractor shall provide special provisions for managing special finishing with pigmented concrete-including management of water with pigmented concrete.

<u>Basis of Payment:</u> This work will be paid at the contract unit price per Lump Sum for CONCRETE FINISH.

FURNISHING AND ERECTING PRECAST CONCRETE ARCH

Description

This work shall consist of furnishing and installing the precast concrete arch members shown on the plans, including furnishing and installing the temporary shoring system required for the precast concrete arch erection.

<u>General</u>

Except as otherwise specified hereafter or on the plans, the current Standard Specifications for Road and Bridge Construction, Section 504 - Precast Concrete Structures and Section 1042 Precast Concrete Products, shall apply to all work under this section except the concrete compressive strength requirement specified on the plan.

Submittals

- A. Working Drawings
 - 1. Detailed shop drawings for review of the following:
 - a. Include the following:
 - 1) Locations and details of lifting inserts, hardware, and devices.
 - 2) Type and amount of additional reinforcing required for lifting.
 - 3) Minimum compressive strength required before handling the precast elements.
 - 4) Details of vertical adjusting hardware.
 - b. Include supporting engineering calculations.
 - c. Provide the seal of a Structural Engineer (SE) licensed in the State of Illinois.
 - 2. Erection Drawings for precast concrete members for review.
 - a. Include the following:
 - 1) A work area plan depicting items such as utilities overhead and below the work area, drainage inlet structures, and protective measures.
 - 2) Equipment to be used to lift substructure elements including cranes, excavators, lifting slings, sling hooks, and jacks. Include crane charts, crane locations, and operation radii.
 - 3) Equipment that will be used for the assembly of the substructure.
 - 4) Methods of providing temporary support of the elements. Include methods of adjusting and securing the element after placement.
 - 5) Procedures for controlling both horizontal and vertical tolerance limits. Include details of alignment jigs including bi-level templates for reinforcing anchor dowels.
 - 6) Method, sequence, and equipment for forming grout voids and installing the structural non-shrink grout.
 - 7) Methods of forming closure pours.
 - 8) Methods for curing grout and closure pour concrete.
- B. Material Submittals
 - 1. Structural Non-Shrink Grout.
 - a. Certificate of Compliance.
 - b. Warranty letter stating that Contractor guarantees the structural non-shrink grout against material and installation defects such as bonding, cracking, and spalling failures incurred during normal traffic for a period of two years.

- 1) The warranty period starts on the date of Physical Completion.
- 2) Include in the letter
 - a. State Project Designation
 - b. State Project Name
 - c. State Structure Numbers
 - d. Contractor, Distributor, and Manufacturer Name
- 3) The warranty covers 100 percent of the Structural Non-Shrink Grout materials and installation costs.
- 2. Grouted splice couplers
 - a. Certificate of Compliance from the manufacturer
 - b. Independent test report for review confirming coupler compliance for each supplied coupler size with the following:
 - 1) Develop 150 percent of the specified yield strength of the connected bar.
 - 2) Determine by testing the amount of time and grout compressive strength required to provide 100 percent of the specified minimum yield strength of the attached reinforcing bar. Use this value to determine when to release bracing.
 - 3) Use the same grout in the testing that will be used in the construction.
 - 4) Requirements for the grout including required strength gain to develop the specified minimum yield strength of the connected reinforcing bar.
- C. Grouted splice coupler quality assurance qualifications for information
 - 1. Grouted splice coupler installer qualifications
 - a. Provide names and state experience or training of personnel responsible for installation of the grouted splice couplers.
 - 1) Include a certificate or statement of training with the names of the trained individuals signed by the manufacturer's representative
 - 2. Grouted splice coupler manufacturer's technical support representative qualifications. Include at least the following:
 - a. Company name
 - b. Name and phone number of the technical support representative
 - c. List of projects using the submitted grouted splice coupler with at least two years of satisfactory performance. List the following for each project:
 - 1) Project name
 - 2) Bridge location (state routes and bridge identifiers)
 - 3) Scope of work
 - 4) Products used
- D. Repair Procedure
 - 1. Written procedure for defects and breakage of precast elements for review.
- E. Casting and Shipping Schedules
 - 1. A casting schedule for information at least 14 calendar days in advance to make inspection and testing arrangements.
 - 2. A shipping schedule for information at least 14 calendar days before shipping precast substructure elements to the job site.

Quality Assurance

- A. Grouted splice coupler manufacturer's technical support representative
 - 1. Provide a technical support representative onsite during preparation and grouting of the grouted splice coupler

- B. Grouted splice coupler installers
 - 1. Installers must be familiar with installation and grouting of splice couplers and that have completed at least two successful projects in the last two years.
 - a. Train new personnel within three months of installation by a manufacturer's technical representative as an acceptable substitution for the experience.

Products

- A. Concrete
 - 1. Precast arch
 - a. Except as otherwise specified hereafter or on the plans, the current Standard Specifications for Road and Bridge Construction, Section 504 -Precast Concrete Structures and Section 1042 Precast Concrete Products, shall apply to all work under this section except the concrete compressive strength requirement specified on the plan.
- B. Reinforcing Steel
 - 1. Except as otherwise specified hereafter or on the plans, comply with the current Standard Specifications for Road and Bridge Construction, Section 508
- C. Structural Non-Shrink Grout
 - 1. Except as otherwise specified hereafter and on the plans, the current Standard Specifications for Road and Bridge Construction, Section 504 Precast Concrete Structures and Section 1024.02 Requirements for Nonshrink Grout, shall apply to all work under this section except the requirements specified in Table 1 below.

Structure Non-Shrink Grout				
Properties *	Requirements	ASTM	AASHTO	
Accelerated Weathering Tested Medium	<3% White Illinois Road Salt		T 161	
Accepted Weight Loss	<15% @ 300 Cycles			
Compressive Strength	≥3,000 psi @ 24 hours >5,000 psi @ 7 days ≥8,000 psi @ 28 days	C 1107		
Accepted Bond Strengths	>1,000 psi @ 24 Hours	C 882 as modified by C 928 8.5		
Length Change	No expansion after 7 days		T 160	

Table 1

* Certified test results from an AASHTO accredited testing laboratory will suffice for acceptance.

- D. Grouted Splice Coupler
 - 1. Use grouted splice couplers to join precast elements as shown.
 - a. Provide couplers that use cementitious grout placed inside a steel casting. Grout is part of the proprietary system and is provided by the coupler manufacturer.
 - 2. Use one of the following grouted splice coupler manufacturers according to the requirements of this Section. Use one of the following providers:

- a. NMB Splice Sleeve
 Splice Sleeve North America, Inc.
 38777 West Six Mile Road, Suite 205
 Livonia, MI 48152
- b. Sleeve-Lock Grout Sleeve System Dayton Superior Corporation 1125 Byers Road Miamisburg, OH 45342
- c. Lenton Interlok Pantair USA 34600 Solon Road Solon, OH 44139
- 3. Use grouted splice couplers that provide 150 percent of the specified yield strength of the connected bar.
- 4. Use grout supplied by the manufacturer of the coupler and that matches the certified test report for the coupler.
- 5. Use the same coating system as used for the reinforcing steel.
 - a. Use grouted splice couplers that join the reinforcing steel without removal of the epoxy coating on the spliced bar when using epoxy coated reinforcing steel.
- E. Lifting Devices
 - 1. Use lifting devices that can support the required vertical and horizontal forces with the applicable safety factors according to the Component Handling and Erection Bracing requirements in the PCI Design Handbook.
- F. Leveling Devices
 - 1. Use fabricated steel leveling devices as shown on the plans

Fabrication

- A. The use of cast-in-place concrete will not be considered for substitution.
- B. Use a prequalified Concrete Precaster certified by Illinois Department of Transportation
- C. Construct precast elements to the tolerances specified by PCI or National Precast Concrete Association (NPCA) and as shown.
- D. Finish the precast elements: Conform to project specification CONCRETE FINISH Grout Rubbed Finish
- E. Color: Conform to project specification CONCRETE FINISH -Integral Color Admixture, ASTM C979 to Match Existing concrete color. Color as selected by Commissioner by samples and mock-ups.
- F. Attain a minimum compressive strength of 500 psi before stripping the form.
 - 1. Maintain concrete curing during form removal and member handling.
- G. Permanently mark each precast element with date of casting and supplier identification. Stamp markings in fresh concrete.

Quality Control

- A. Precast arch
 - 1. Document test results. The quality control file will contain at least the following information:
 - a. Element identification
 - b. Date and time of cast
 - c. Concrete cylinder test results

- d. Quantity of used concrete and the batch printout
- e. Form stripping date and repairs if applicable
- f. Location/number of blockouts and lifting inserts
- g. Temperature and moisture of curing period
- h. Lifting device details, requirements, and insert
- B. Structural Non-Shrink Grout
 - 1. Warranty the in-place structural non-shrink grout performance and workmanship for two years.

Execution

- A. General Procedure for Installation of Elements
 - 1. Follow the authorized erection drawings.
 - a. Resubmit the drawings for review if changes are warranted due to varying site conditions.
 - b. Dry fit adjacent precast elements in the shop.
 - c. Establish working points, working lines, and benchmark elevations before placing elements.
 - d. Check the condition of the receiving bonding surface before connecting elements, remove items such as dust, rust, and debris according to the recommendations of the grouted splice coupler manufacturer.
 - e. Place elements in the sequence, and according to the methods outlined in the erection drawings.
 - 1) Adjust the height of each element with leveling devices or shims.
 - f. Mix structural non-shrink grout just before its use according to the manufacturer's instruction.
- B. Connections Using Grouted Splice Couplers
 - 1. Use grouted splice coupler installers according to the submitted grouted splice coupler installer qualifications.
 - 2. Remove and clean all debris from the joints before grout application.
 - 3. Keep bonding surfaces free from laitance, dirt, dust, paint, grease, oil, or any contaminants other than water.
 - 4. Embed rebar anchor dowels to the minimum coupler embedment required by the manufacturer.
 - 5. Saturate Surface Dry (SSD) all concrete surfaces in the joint before connecting the elements.
 - 6. Use shims to verify that the reinforcing extensions are within the manufacturers recommended tolerance.
 - 7. Maintain a minimum grout and sleeve temperature of 50 degrees F until the temporary bracing is removed.
 - 8. Mix structural non-shrink grout and coupler grout just before use according to the manufacturer's instructions.
 - 9. Follow the manufacturer's recommendations for coupler installation and grouting.
 - 10. Monitor the grouting operation to verify that all sleeves have been filled.
 - 11. Protect sleeves from vibration, shock, or other excessive movement until temporary bracing is removed.
 - 12. Conform to the following when installing couplers above a horizontal joint:
 - a. Determine the thickness of shims to provide the specified elevation within tolerance.
 - b. Follow non-shrink grout manufacturer's recommendations for mixing, joint surface preparation, and application.

- c. Place non-shrink grout on the interface between the two elements being joined before setting the element.
 - 1) Crown the thickness of the grout toward the center of the joint so that the grout can be displaced outward as the element is lowered onto the joint.
 - 2) Prevent the grout from entering the coupler above elements by using grout dams or seals.
- d. Set the element in place.
 - 1) Engage all couplers in the joint.
 - 2) Allow the grout to seep out of the joint.
- e. Trowel off excess grout to form a neat joint once the element is set, plumbed, and aligned.
 - 1) Pack grout into any voids around the joint perimeter.
- f. Flush out the coupler with clean potable water.
- g. Mix the special coupler grout according to the manufacturer's recommendations for methods and proportions of mix and water.
- h. Make four sets of three 2 inch cube specimens for testing.
 - 1) Cure the specimens according to AASHTO T 106.
 - 2) Test one set of cubes for compressive strength to determine when to release bracing. Refer to this Section, Article 1.5 paragraph B3a2.
 - 3) Test one set of cubes at 28 days for acceptance.
 - 4) Store extra sets for longer term testing if necessary.
 - 5) Use a Department qualified laboratory to take the samples and perform the tests.
- i. Pump the coupler grout into the coupler that is cast into the element.
 - 1) Start from the lower port.
 - 2) Pump until the grout is flowing freely from the upper port.
 - 3) Cap the upper port first and then remove the nozzle to cap the lower port.
- j. Cure the joint according to the grout manufacturer's recommendations.
- 13. Conform to the following when installing couplers below a horizontal joint:
 - a. Determine shim thickness to provide the specified elevation within tolerance.
 - b. Before setting the element:
 - 1) Mix the coupler grout paying strict attention to the manufacturer's recommendations for methods and proportions of mix and water.
 - 2) Clean debris from the interior using compressed air.
 - a) Remove any rain water using a vacuum that can remove water from the confined space in the coupler.
 - 3) Place the coupler grout into the coupler by pouring or pumping.
 - 4) Place grout on the interface between the two elements being joined.a) Crown the thickness of the grout toward the center of the joint so that the grout can be displaced outward as the
 - element is lowered onto the joint. c. Trowel off excess grout to form a neat joint once the element is set,
 - plumbed, and aligned.
- Pack grout into any voids around the joint perimeter.
 Conform to the following when installing couplers in vertical joints (horizontal
- bar/coupler connection):
 - a. Establish a method to provide the specified elevations, alignment, and spacing within tolerance.

- b. Use washers or seals to prevent mixing the joint grout and the coupler grout.
- c. Apply epoxy adhesive to the interface between the two elements being joined.
- d. Set the element in place.
 - 1) Engage all couplers in the joint.
- e. Flush out the couplers with clean potable water once the element is set, plumbed, and aligned.
- f. Mix the coupler grout paying strict attention to the manufacturer's recommendations for methods and proportions of mix and water.
- g. Pump the coupler grout into the coupler that is cast into the element.
 - 1) Start from the port closest to the joint.
 - 2) Pump until the grout is flowing freely from the other port.
 - 3) Cap the port farthest from the joint first and then remove the nozzle to cap the other port.
- h. Form the edges of the joint and place grout into the joint.
- i. Cure the joint according to the grout manufacturer's recommendations.

Construction Requirements

Lifting loops or anchors shall be provided by the fabricator. The type and locations shall be shown on the shop drawings for each member. The area around all lifting loops shall be recessed so that the loops can be removed to a depth of ³/₄" and grouted. The recesses around lifting anchors shall be filled with cement grout to the top of surrounding concrete.

Basis of Payment. This work shall be paid for at the contract lump sum price for FURNISHING AND ERECTING PRECAST CONCRETE ARCH.

REMOVE AND RECONSTRUCT PARAPET WALLS

Description: This work consists of thorough documentation of the existing masonry parapet walls, select demolition, salvage of existing coping stones (where required), and reconstruction of the masonry parapet walls. This item must consist of all labor, tools, equipment, materials, and products as required to complete the work for Remove and Reconstruct Parapet Walls. This item must include all Work indicated on Drawings and specified in all applicable Architectural Specifications. This work includes, but is not limited to, careful documentation of existing conditions, salvage of existing masonry, and reconstruction of masonry walls with salvaged and new materials. Materials, placement, mockups, and the complete structural engineering design of the reconstructed parapet walls are to be designed by the Contractor by a licensed structural engineer in the State of Illinois, and be submitted with a comprehensive masonry submittal, including detailed shop drawings showing foundations, wall construction, and connections and expansion joints at the existing parapet walls to remain and at the new bridge ornamental railing. All design for lateral loads for the removal and reconstruction of the parapet walls is the responsibility of the Contractor's structural engineer. Work under this item must be performed in accordance with the IDOT Standard Specifications and the following architectural specification sections:

- A. Unit Masonry (for brick masonry)
- B. Stone Masonry (for stone coping and base)
- C. Copper Flashing and Trim (for lead-coated copper flashing)
- D. Joint Sealants (for skyward joints and expansion joints)
- E. Cement Plastering (for stucco finish on NE parapet wall)
- F. Exterior Painting (for paint finish on stucco)

<u>Materials</u>: Salvaged brick masonry and new brick to match existing, salvaged stone copings and new coping stones to match existing (as required), painted cement stucco for NE parapet wall, new concrete footing to match existing, reinforcing as required.

<u>Construction Requirements</u>: Contractor to furnish to A/E and Owner and coordinate a complete survey of all existing parapet walls prior to shop drawing submittal and is incidental to the removal and reconstruction of the parapet walls. Any variation shall not be cause for additional compensation for a change in scope of work, however, the Contractor will be paid for the quantity actually furnished at the unit price bid for the work. Reconstructed parapet walls to be installed per the Contractor's detailed shop drawings that are to be reviewed and sealed by a licensed structural engineer in the State of Illinois.

<u>Method of Measurement</u>: REMOVE AND RECONSTRUCT WALL will be measured for payment in place in feet along the edge of the wall.

<u>Basis of Payment</u>: This work will be paid for at the contract price per foot for REMOVE AND RECONSTRUCT WALL – LOCATION 1 and REMOVE AND RECONSTRUCT WALL – LOCATION 2.

PRECAST ARCHITECTURAL CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes all labor and materials for the complete erection of:
 - 1. Architectural precast concrete load-bearing units.
 - 2. Structural reinforcement.
 - 3. Grout Materials.
 - 4. Joint Sealant.
 - 5. Testing of existing concrete to inform design mix.
- B. This work shall done be in accordance with Section 504 of the IDOT Standard Specifications, and as specified in this section.
- C. Related Requirements:
 - 1. Special Provision for Concrete Finish.
 - 2. Joint Sealants.

1.2 DEFINITIONS

- A. Design Reference Sample: Sample of approved architectural precast concrete color, finish and texture, preapproved by Engineer.
- 1.3 PREINSTALLATION MEETINGS
 - A. Preinstallation Conference: Conduct conference at Project site.
- 1.4 ACTION SUBMITTALS
 - A. Product Data: For each type of product.
 - B. Design Mixtures:

Samples of original concrete are to be collected during demolition from the areas selected by the engineer and analyzed by a certified testing laboratory to provide information required to match the original paste color, aggregate color shape and size, proportions of paste and various aggregates, and surface finish. These characteristics must also match those of cast-in-place concrete.

1. Provide design mix which results in concrete appearance that matches that of historic

concrete. For each precast concrete mixture, include the following:

b. water-absorption tests

c. Information on color and aggregate to confirm match to historic to the extent possible including laboratory analysis of historic concrete from certified testing laboratory.

- C. Shop Drawings:
 - 1. Detail fabrication and installation of architectural precast concrete units.
 - 2. Indicate locations, plans, elevations, dimensions, shapes, and cross sections of each unit.
 - 3. Indicate joints, reveals, drips, chamfers, and extent and location of each surface finish.
 - 4. Indicate details at corners.
 - 5. Indicate separate face and backup mixture locations and thicknesses.
 - 6. Indicate type, size, and length of welded connections by AWS standard symbols. Detail loose and cast-in hardware and connections.
 - 7. Indicate locations, tolerances, and details of anchorage devices to be embedded in or attached to structure or other construction.
 - 8. Indicate locations, extent, and treatment of dry joints if two-stage casting is proposed.
 - 9. Include plans and elevations showing unit location and sequence of erection for special conditions.
 - 10. Indicate location of each architectural precast concrete unit by same identification mark placed on panel.
 - 11. Indicate relationship of architectural precast concrete units to adjacent materials.
 - 12. Indicate locations, dimensions, and details of thin-brick units, including corner units and special shapes, and joint treatment.
 - 13. Indicate locations, dimensions, and details of stone facings, anchors, and joint widths.
 - 14. If design modifications are proposed to meet performance requirements and field conditions, submit design calculations and Shop Drawings. Do not adversely affect the appearance, durability, or strength of units when modifying details or materials and maintain the general design concept.
- D. Samples:
 - 1. Samples of concrete that match historic in appearance, based on testing results. Samples must match the original paste color, aggregate color shape and size, proportions of paste and various aggregates, and surface finish. All samples must be coordinated with and match these characteristics of cast-in-place concrete for the project.
 - 2. Provide 4 samples for initial verification of design intent, each representing a different variation in matching the original, for each type of finish indicated on exposed surfaces of architectural precast concrete units, in sets of three, representative of profiles extant, and of finish, color, and texture variations expected; approximately 12 by 12 by 2 inches.
 - 3. If initial samples are found to be insufficient in matching the historic concrete (as determined by Engineer and Commissioner based on quality of initial samples), provide 2-3 additional samples for each type of finish indicated on exposed surfaces of architectural precast concrete units, in sets of three, representative of profiles extant, and of finish color, and texture variations expected; approximately 12 by 12 by 2 inches.

- 4. When other faces of precast concrete unit are exposed, include Samples illustrating workmanship, color, and texture of backup concrete as well as facing concrete.
 - a. Grout Samples for Initial Selection: Color charts consisting of actual sections of grout showing manufacturer's full range of colors.
 - b. Grout Samples for Verification: Showing color and texture of joint treatment.
- E. Delegated-Design Submittal: For architectural precast concrete indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Show governing component types, connections, types of reinforcement, including special reinforcement, and concrete cover on reinforcement. Indicate location, type, magnitude, and direction of loads imposed on the building structural frame from architectural precast concrete.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Welding certificates.
- C. Material Certificates: For the following items:
 - 1. Cementitious materials.
 - 2. Reinforcing materials and prestressing tendons.
 - 3. Admixtures.
 - 4. Bearing pads.
 - 5. Structural-steel shapes and hollow structural sections.
 - 6. Thin-brick units and accessories.
 - 7. Stone anchors.
- D. Material Test Reports: For aggregates.
- E. Preconstruction test reports.1. Existing concrete
- F. Source quality-control test reports.
- G. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A precast concrete erector qualified and designated by PCI's Certificate of Compliance to erect Category S2 (Complex Structural Systems) for load-bearing members.
- B. Fabricator Qualifications: A firm that assumes responsibility for engineering architectural precast concrete units to comply with performance requirements. This responsibility includes preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.

- 1. Designated as a PCI-certified plant for Group A, Category A1 Architectural Cladding and Load Bearing Units at time of bidding or designated as an APA-certified plant for production of architectural precast concrete products.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- D. Quality-Control Standard: For manufacturing procedures and testing requirements, quality-control recommendations, and dimensional tolerances for types of units required, comply with PCI MNL 117, "Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products."
- E. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D.1.1M, "Structural Welding Code Steel"; and AWS D1.4/D1.4M, "Structural Welding Code Reinforcing Steel."
- F. Perform testing of existing (historic) concrete during demolition, to determine materials used for cementitious and aggregate portions of that concrete.
- G. Provide appearance verification samples (12" x 12") of precast concrete in a range believed to match historic appearance, based on ingredients determined by testing.
 1. Refer to Special Provision for Concrete Finish.
- H. Range Samples: After sample approval and before fabricating architectural precast concrete units, produce a minimum of three sets of samples, representing anticipated range of each color and texture on Project's units. Maintain one set of range samples at Project site and remaining range sample sets at manufacturer's plant as color and texture approval reference.
- I. Mockups: After sample panel and range sample approval but before production of architectural precast concrete units, construct full-sized mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and to set quality standards for materials and execution.
 - 1. Build mockup including openings, window reveals and architectural precast concrete complete with anchors, connections, flashings, and joint fillers.
 - 2. Mock-ups must be approved before commencing on fabrication of all units.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undamaged at time of Substantial Completion.
- J. Preconstruction Testing Mockup: Provide a full-size mockup of architectural precast concrete indicated on Drawings for preconstruction testing.
 - 1. Build preconstruction testing mockup as indicated on Drawings including sealants and architectural precast concrete complete with anchors, connections, flashings, and joint fillers.

2. Build preconstruction testing mockup at testing agency facility.

1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.
 - 1. Include the following information in each test report:
 - a. Admixture dosage rates.
 - b. Slump.
 - c. Air content.
 - d. Seven-day compressive strength.
 - e. 28-day compressive strength.
 - f. Permeability.
- B. Take representative samples from historic concrete to be demolished. Test this material to determine composition of concrete, cementitious binders, aggregate, finishes and exposure of aggregate.
 - 1. Provide appearance verification samples (12" x 12") of precast concrete in a range believed to match historic appearance, based on ingredients determined by testing.

1.8 COORDINATION

A. Furnish loose connection hardware and anchorage items to be embedded in or attached to other construction without delaying the Work. Provide locations, setting diagrams, templates, instructions, and directions, as required, for installation.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver architectural precast concrete units in such quantities and at such times to limit unloading units temporarily on the ground or other rehandling.
- B. Support units during shipment on nonstaining shock-absorbing material.
- C. Store units with adequate dunnage and bracing and protect units to prevent contact with soil, to prevent staining, and to prevent cracking, distortion, warping or other physical damage.
- D. Place stored units so identification marks are clearly visible, and units can be inspected.
- E. Handle and transport units in a manner that avoids excessive stresses that cause cracking or damage.
- F. Lift and support units only at designated points indicated on Shop Drawings.

PART 2 – PRODUCTS

1.1 MANUFACTURERS

- A. Architectural Cast Stone, 2775 Norton Creek Dr, West Chicago, IL 60185
- B. MidCon Products, Inc.; Hortonville, Wisconsin
- C. International Concrete Products, Inc., Germantown, Wisconsin
- D. Royal Stone, Williamston, Michigan

1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer to design architectural precast concrete units.
- B. Design Standards: Comply with ACI 318 and design recommendations of PCI MNL 120, "PCI Design Handbook - Precast and Prestressed Concrete," applicable to types of architectural precast concrete units indicated.
- C. Structural Performance: Provide architectural precast concrete units and connections capable of withstanding the following design loads within limits and under conditions indicated:
 - 1. Contractor is to design, engineer, fabricate, supply, and install the complete balustrade railing to safely resist crash and impact loads of TL-1 as required by AASHTO requirements for highway structures. All plates, angles, fittings, and all other accessories, are to be of stainless steel conforming to ASTM A240/A276, Type 304. Details shown in the construction documents are suggested details only and may be modified by the fabricator as necessary and with the written approval of the Engineer of Record. All calculations, shop drawings showing reinforcing steel details, and connecting details are to be submitted by the Fabricator for approval by the Engineer of Record.
 - 2. Project-Specific Loads: Design shall also consider effects of all lifting and handling loads on precast elements.
 - 3. Design precast concrete units and connections to maintain clearances at openings, to allow for fabrication and construction tolerances, to accommodate live-load deflection, shrinkage and creep of primary support structure, and other structural movements as follows:
 - a. Upward and downward movement of $\frac{1}{2}$ inch.
 - 4. Thermal Movement: Provide for in-plane thermal movements resulting from annual ambient temperature changes of 100 deg F.
- D. Calculated Fire-Test-Response Characteristics: Provide architectural precast concrete units with fire-resistance rating indicated as calculated according to ACI 216.1 and acceptable to authorities having jurisdiction.
- E. Fire-Resistance Rating: Structural Performance: Provide architectural precast concrete units and connections capable of withstanding the following design loads within limits and under conditions indicated:
 - 1. Loads: As indicated.
 - 2. Dead Loads: <100 psf>.

- 3. Live Loads: <40 psf>.
- 4. Wind Loads: <Risk Category II, Exposure C, 30 psf>.
- 5. Seismic Loads: <SDC B, SD1 = 0.099, SDS = 0.130>.
- 6. Project-Specific Loads: <N/A>.
- 7. Design precast concrete units and connections to maintain clearances at openings, to allow for fabrication and construction tolerances, to accommodate live-load deflection, shrinkage and creep of primary building structure, and other building movements as follows:
 - a. Upward and downward movement of [N/A]
- 8. Thermal Movements: Provide for in-plane thermal movements resulting from annual ambient temperature changes of 80 deg F.
- 9. None

1.3 MOLD MATERIALS

- A. Molds: Rigid, dimensionally stable, non-absorptive material, warp and buckle free, that provides continuous and true precast concrete surfaces within fabrication tolerances indicated; nonreactive with concrete and suitable for producing required finishes.
 - 1. Mold-Release Agent: Commercially produced form-release agent that does not bond with, stain or adversely affect precast concrete surfaces and does not impair subsequent surface or joint treatments of precast concrete.
- B. Form Liners: Units of face design, texture, arrangement, and configuration to match those extant on concrete structure. (Document prior to demolition.) Use with manufacturer's recommended form-release agent that does not bond with, stain, or adversely affect precast concrete surfaces and does not impair subsequent surface or joint treatments of precast concrete.
- C. Surface Retarder: Chemical set retarder, capable of temporarily delaying final hardening of newly placed concrete mixture to depth of reveal specified.

1.4 REINFORCING MATERIALS

- A. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420) deformed bars, ASTM A 775/A 775M epoxy coated.
- B. Supports: Suspend reinforcement from back of mold or use bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place according to PCI MNL 117.

1.5 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I, Type III or Type IL, color as necessary to make a match to the existing concrete color.
 - 1. For surfaces exposed to view in finished structure, use gray or white cement, of same type, brand, and mill source.

- B. Supplementary Cementitious Materials:
 - 1. Fly Ash: ASTM C 618, Class C or F, with maximum loss on ignition of 3 percent.
 - 2. Metakaolin: ASTM C 618, Class N.
 - 3. Silica Fume: ASTM C 1240, with optional chemical and physical requirement.
 - 4. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- C. Aggregates: Except as modified by PCI MNL 117, ASTM C 33/C 33M, with coarse aggregates complying with IDOT Standard Specifications. Stockpile fine and coarse aggregates for each type of exposed finish from a single source (pit or quarry) for Project.
 - 1. Face-Mixture-Coarse Aggregates: Selected, hard, and durable; free of material that reacts with cement or causes staining; to match selected finish sample.
 - a. Gradation: To match cast in place concrete.
 - 2. Face-Mixture-Fine Aggregates: Selected, natural or manufactured sand compatible with coarse aggregate; to match approved finish sample.
- D. Coloring Admixture: ASTM C 979/C 979M, synthetic or natural mineral-oxide pigments or colored water-reducing admixtures, temperature stable, and nonfading.
- E. Water: Potable; free from deleterious material that may affect color stability, setting, or strength of concrete and complying with chemical limits of PCI MNL 117.
- F. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
- G. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and to not contain calcium chloride, or more than 0.15 percent chloride ions or other salts by weight of admixture.
 - 1. Water-Reducing Admixtures: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.
 - 5. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 - 6. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 - 7. Plasticizing Admixture: ASTM C 1017/C 1017M, Type I.
 - 8. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
 - 9. Corrosion Inhibiting Admixture: ASTM C 1582/C 1582M.

1.6 STEEL CONNECTION MATERIALS

- A. Carbon-Steel Shapes and Plates: ASTM A 36/A 36M.
- B. Carbon-Steel-Headed Studs: ASTM A 108, AISI 1018 through AISI 1020, cold finished, AWS D1.1/D1.1M, Type A or Type B, with arc shields and with minimum mechanical properties of PCI MNL 117, Table 3.2.3.
- C. Carbon-Steel Castings: ASTM A 27/A 27M, Grade 60-30 (Grade 415-205).

- D. High-Strength, Low-Alloy Structural Steel: ASTM A 572/A 572M.
- E. Deformed-Steel Wire or Bar Anchors: ASTM A 496/A 496M or ASTM A 706/A 706M.
- F. Carbon-Steel Bolts and Studs: ASTM A 307, Grade A or ASTM F 1554, Grade 36 (ASTM F 568M, Property Class 4.6); carbon-steel, hex-head bolts and studs; carbonsteel nuts, ASTM A 563 (ASTM A 563M); and flat, unhardened steel washers, ASTM F 844.
- G. High-Strength Bolts and Nuts: ASTM A 325 (ASTM A 325M), Type 1, heavy hex steel structural bolts; heavy hex carbon-steel nuts, ASTM A 563 (ASTM A 563M); and hardened carbon-steel washers, ASTM F 436 (ASTM F 436M).
- H. Zinc-Coated Finish: For exterior steel items, steel in exterior walls, and items indicated for galvanizing, apply zinc coating by hot-dip process according to ASTM A 123/A 123M or ASTM A 153/A 153M.
 - 1. For steel shapes, plates, and tubing to be galvanized, limit silicon content of steel to less than 0.03 percent or to between 0.15 and 0.25 percent or limit sum of silicon and 2.5 times phosphorous content to 0.09 percent.
 - 2. Galvanizing Repair Paint: High-zinc-dust-content paint with dry film containing not less than 94 percent zinc dust by weight, and complying with DOD-P-21035B or SSPC-Paint 20.
- I. Shop-Primed Finish: Prepare surfaces of nongalvanized steel items, except those surfaces to be embedded in concrete, according to requirements in SSPC-SP 3 and shop-apply lead- and chromate-free, rust-inhibitive primer, complying with performance requirements in MPI 79 SSPC-Paint 25 according to SSPC-PA 1.
- J. Welding Electrodes: Comply with AWS standards.

1.7 STAINLESS-STEEL CONNECTION MATERIALS

- A. Stainless-Steel Plate: ASTM A 666, Type 304.
- B. Stainless-Steel Bolts and Studs: ASTM F 593, Alloy Group 1 or 2 hex-head bolts and studs; ASTM F 594, Alloy Group 1 or 2 stainless-steel nuts; and flat, stainless-steel washers.
 - 1. Lubricate threaded parts of stainless-steel bolts with an antiseize thread lubricant during assembly.
- C. Stainless-Steel-Headed Studs: ASTM A 276, Alloy 304 or Alloy 316, with minimum mechanical properties of PCI MNL 117, Table 3.2.3.

1.8 BEARING PADS

A. Provide one of the following bearing pads for architectural precast concrete units as recommended by precast fabricator for application:

- 1. Elastomeric Pads: AASHTO M 251, plain, vulcanized, 100 percent polychloroprene (neoprene) elastomer, molded to size or cut from a molded sheet, Type A durometer hardness of 50 to 70, ASTM D 2240, minimum tensile strength 2250 psi (15.5 MPa), ASTM D 412.
- 2. Random-Oriented-Fiber-Reinforced Elastomeric Pads: Preformed, randomly oriented synthetic fibers set in elastomer. Type A durometer hardness of 70 to 90, ASTM D 2240; capable of supporting a compressive stress of 3000 psi (20.7 MPa) with no cracking, splitting, or delaminating in the internal portions of pad. Test one specimen for every 200 pads used in Project.
- 3. Cotton-Duck-Fabric-Reinforced Elastomeric Pads: Preformed, horizontally layered cotton-duck fabric bonded to an elastomer; Type A durometer hardness of 80 to 100, ASTM D 2240; complying with AASHTO's "AASHTO LRFD Bridge Design Specifications," Division II, Section 18.10.2; or with MIL-C-882E.
- 4. Frictionless Pads: PTFE, glass-fiber reinforced, bonded to stainless or mild-steel plate, or random-oriented-fiber-reinforced elastomeric pads; of type required for inservice stress.
- 5. High-Density Plastic: Multimonomer, nonleaching, plastic strip.

1.9 ACCESSORIES

- A. Reglets: Stainless steel, Type 304 felt or fiber filled, or with face opening of slots covered.
- B. Precast Accessories: Provide clips, hangers, high-density plastic or steel shims, and other accessories required to install architectural precast concrete units.

1.10 GROUT MATERIALS

- A. Sand-Cement Grout: Portland cement, ASTM C 150/C 150M, Type I or Type IL, and clean, natural sand, ASTM C 144 or ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 to 3 parts sand, by volume, with minimum water required for placement and hydration. Water-soluble chloride ion content less than 0.06 percent by weight of cement when tested according to ASTM C 1218/C 1218M.
- B. Nonmetallic, Nonshrink Grout: Packaged, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage-compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107/C 1107M, Grade A for drypack and Grades B and C for flowable grout and of consistency suitable for application within a 30-minute working time. Water-soluble chloride ion content less than 0.06 percent by weight of cement when tested according to ASTM C 1218/C 1218M.
- C. Epoxy-Resin Grout: Two-component, mineral-filled epoxy resin; ASTM C 881/C 881M, of type, grade, and class to suit requirements.

1.11 JOINT SEALANTS

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and

application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

- B. Colors of Exposed Joint Sealants: As selected by Engineer from manufacturer's full range.
- C. Type of Joint Sealant: Urethane, S, NS, 25, NT: Single-component, nonsag, nontrafficuse, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT. Use one of the following products:
 1. BASF Master Seal NP1
 - 2. Sika 1A
 - 3. Tremco Dynomic
- D. Sealant Backing Material, General: Non-staining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- E. Cylindrical Sealant Backings: ASTM C 1330, Type C closed-cell material with a surface skin and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- F. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

1.12 CONCRETE MIXTURES

- A. Concrete mixtures shall conform to IDOT Standard Specifications.
- B. Concrete Mixtures for precast elements:
 - 1. Compressive Strength (28 Days): 5000 psi (34.5 MPa) minimum.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
- C. Molds: Accurately construct molds, mortar tight, of sufficient strength to withstand pressures due to concrete-placement operations and temperature changes and for prestressing and detensioning operations. Coat contact surfaces of molds with release agent before reinforcement is placed. Avoid contamination of reinforcement and prestressing tendons by release agent.
 - 1. Place form liners accurately to provide finished surface texture indicated. Provide solid backing and supports to maintain stability of liners during concrete placement. Coat form liner with form-release agent.
- D. Maintain molds to provide completed architectural precast concrete units of shapes, lines, and dimensions indicated, within fabrication tolerances specified.
 - 1. Form joints are not permitted on faces exposed to view in the finished work.
 - 2. Edge and Corner Treatment: Uniformly radiused.

1.13 FABRICATION

- A. Cast-in Anchors, Inserts, Plates, Angles, and Other Anchorage Hardware: Fabricate anchorage hardware with sufficient anchorage and embedment to comply with design requirements. Accurately position for attachment of loose hardware, and secure in place during precasting operations. Locate anchorage hardware where it does not affect position of main reinforcement or concrete placement.
 - 1. Weld-headed studs and deformed bar anchors used for anchorage according to AWS D1.1/D1.1M and AWS C5.4, "Recommended Practices for Stud Welding."
- B. Furnish loose hardware items including steel plates, clip angles, seat angles, anchors, dowels, cramps, hangers, and other hardware shapes for securing architectural precast concrete units to supporting and adjacent construction.
- C. Cast-in reglets, slots, holes, and other accessories in architectural precast concrete units as indicated on the Contract Drawings.
- D. Cast-in openings larger than 10 inches (250 mm) in any dimension. Do not drill or cut openings or prestressing strand without Engineer's approval.
- E. Reinforcement: Comply with recommendations in PCI MNL 117 for fabricating, placing, and supporting reinforcement.
 - 1. Clean reinforcement of loose rust and mill scale, earth, and other materials that reduce or destroy the bond with concrete. When damage to epoxy-coated reinforcing exceeds limits specified in ASTM A 775/A 775M, repair with patching material compatible with coating material and epoxy coat bar ends after cutting.
 - 2. Accurately position, support, and secure reinforcement against displacement during concrete-placement and consolidation operations. Completely conceal support devices to prevent exposure on finished surfaces.
 - 3. Place reinforcing steel and prestressing strands to maintain at least 3/4-inch (19mm) minimum concrete cover. Increase cover requirements for reinforcing steel to 1-1/2 inches (38 mm) when units are exposed to corrosive environment or severe exposure conditions. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position while placing concrete. Direct wire tie ends away from finished, exposed concrete surfaces.
 - 4. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh spacing and wire tie laps, where required by design. Offset laps of adjoining widths to prevent continuous laps in either direction.
- F. Reinforce architectural precast concrete units to resist handling, transportation, and erection stresses and specified in-place loads.
- G. Comply with requirements in PCI MNL 117 and requirements in this Section for measuring, mixing, transporting, and placing concrete. After concrete batching, no additional water may be added.
- H. Place face mixture to a minimum thickness after consolidation of the greater of 1 inch (25 mm) or 1.5 times the maximum aggregate size, but not less than the minimum reinforcing cover specified.

- I. Place concrete in a continuous operation to prevent cold joints or planes of weakness from forming in precast concrete units.
 - 1. Place backup concrete mixture to ensure bond with face-mixture concrete.
- J. Thoroughly consolidate placed concrete by internal and external vibration without dislocating or damaging reinforcement and built-in items, and minimize pour lines, honeycombing, or entrapped air voids on surfaces. Use equipment and procedures complying with PCI MNL 117.
 - 1. Place self-consolidating concrete without vibration according to PCI TR-6, "Interim Guidelines for the Use of Self-Consolidating Concrete in Precast/Prestressed Concrete Institute Member Plants." Ensure adequate bond between face and backup concrete, if used.
- K. Comply with PCI MNL 117 for hot- and cold-weather concrete placement.
- L. Identify pickup points of architectural precast concrete units and orientation in structure with permanent markings, complying with markings indicated on Shop Drawings. Imprint or permanently mark casting date on each architectural precast concrete unit on a surface that does not show in finished structure.
- M. Cure concrete, according to requirements in PCI MNL 117, by moisture retention without heat or by accelerated heat curing using low-pressure live steam or radiant heat and moisture. Cure units until compressive strength is high enough to ensure that stripping does not have an effect on performance or appearance of final product.
- N. Discard and replace architectural precast concrete units that do not comply with requirements, including structural, manufacturing tolerance, and appearance, unless repairs meet requirements in PCI MNL 117 and Engineer's approval.

1.14 FABRICATION TOLERANCES

- A. Fabricate architectural precast concrete units to shapes, lines, and dimensions indicated so each finished unit complies with PCI MNL 117 product tolerances as well as position tolerances for cast-in items.
- B. Fabricate architectural precast concrete units to shapes, lines, and dimensions indicated so each finished unit complies with the following product tolerances:
 - 1. Overall Height and Width of Units, Measured at the Face Exposed to View: As follows:
 - a. 10 feet or under, plus or minus 1/8 inch.
 - b. 10 to 20 feet , plus 1/8 inch, minus 3/16 inch.
 - c. 20 to 40 feet, plus or minus 1/4 inch.
 - d. Each additional 10 feet, plus or minus 1/16 inch.
 - 2. Total Thickness or Flange Thickness: Plus 1/4 inch, minus 1/8 inch.
 - 3. Rib Thickness: Plus or minus 1/8 inch.
 - 4. Rib to Edge of Flange: Plus or minus 1/8 inch.
 - 5. Distance between Ribs: Plus or minus 1/8 inch.

- 6. Variation from Square or Designated Skew (Difference in Length of the Two Diagonal Measurements): Plus or minus 1/8 inch/72 inches or 1/2 inch total, whichever is greater.
- 7. Length and Width of Block-outs and Openings within One Unit: Plus or minus 1/4 inch.
- 8. Location and Dimension of Block-outs Hidden from View and Used for HVAC and Utility Penetrations: Plus or minus 3/4 inch.
- 9. Dimensions of Haunches: Plus or minus 1/4 inch.
- 10. Haunch Bearing Surface Deviation from Specified Plane: Plus or minus 1/8 inch.
- 11. Difference in Relative Position of Adjacent Haunch Bearing Surfaces from Specified Relative Position: Plus or minus 1/4 inch.
- 12. Bowing: Plus or minus L/360, maximum 1 inch.
- 13. Local Smoothness: 1/4 inch/10 feet.
- 14. Warping: 1/16 inch/12 inches of distance from nearest adjacent corner.
- 15. Tipping and Flushness of Plates: Plus or minus 1/4 inch.
- 16. Dimensions of Architectural Features and Rustications: Plus or minus 1/8 inch.
- C. Position Tolerances: For cast-in items measured from datum line location, as indicated on Shop Drawings.
 - 1. Weld Plates: Plus or minus 1 inch.
 - 2. Inserts: Plus or minus 1/2 inch.
 - 3. Handling Devices: Plus or minus 3 inches .
 - 4. Reinforcing Steel and Welded Wire Reinforcement: Plus or minus 1/4 inch where position has structural implications or affects concrete cover; otherwise, plus or minus 1/2 inch .
 - 5. Reinforcing Steel Extending out of Member: Plus or minus 1/2 inch of plan dimensions.
 - 6. Tendons: Plus or minus 1/4 inch, vertical; plus or minus 1 inch, horizontal.
 - 7. Location of Rustication Joints: Plus or minus 1/8 inch.
 - 8. Location of Opening within Panel: Plus or minus 1/4 inch.
 - 9. Location of Flashing Reglets: Plus or minus 1/4 inch.
 - 10. Location of Flashing Reglets at Edge of Panel: Plus or minus 1/8 inch.
 - 11. Reglets for Glazing Gaskets: Plus or minus 1/8 inch.
 - 12. Electrical Outlets, Hose Bibs: Plus or minus 1/2 inch.
 - 13. Location of Bearing Surface from End of Member: Plus or minus 1/4 inch.
 - 14. Allowable Rotation of Plate, Channel Inserts, and Electrical Boxes: 2-degree rotation or 1/4 inch maximum over the full dimension of unit.
 - 15. Position of Sleeve: Plus or minus 1/2 inch.
 - 16. Location of Window Washer Track or Buttons: Plus or minus 1/8 inch.

1.15 FINISHES

- A. Exposed faces shall be free of joint marks, grain, and other obvious defects. Corners, including false joints shall be uniform, straight, and sharp. Finish exposed-face surfaces of architectural precast concrete units to match existing concrete and as follows:
 - 1. PCI's "Architectural Precast Concrete Color and Texture Selection Guide," of plate numbers indicated.
 - 2. As-Cast Surface Finish: Provide surfaces to match approved sample for acceptable surface, air voids, sand streaks, and honeycomb.
 - 3. Textured-Surface Finish: Impart by form liners or inserts.

- 4. Bushhammer Finish: Use power or hand tools to remove matrix and fracture coarse aggregates.
- 5. Exposed-Aggregate Finish: Use chemical retarding agents applied to concrete forms and washing and brushing procedures to expose aggregate and surrounding matrix surfaces after form removal.
- 6. Abrasive-Blast Finish: Use abrasive grit, equipment, application techniques, and cleaning procedures to expose aggregate and surrounding matrix surfaces.
- B. Finish exposed top and back surfaces of architectural precast concrete units with smooth, steel-trowel finish.
- C. Finish unexposed surfaces of architectural precast concrete units with a cast finish.

1.16 SOURCE QUALITY CONTROL

- A. Quality-Control Testing: Test and inspect precast concrete according to PCI MNL 117 requirements. If using self-consolidating concrete, also test and inspect according to PCI TR-6, ASTM C 1610/C 1610M, ASTM C 1611/C 1611M, ASTM C 1621/C 1621M, and ASTM C 1712.
- B. Comply with IDOT acceptance criteria.
- C. Strength of precast concrete units is considered deficient if units fail to comply with ACI 318 (ACI 318M) requirements for concrete strength.
- D. Patching: If core test results are satisfactory and precast concrete units comply with requirements, clean and dampen core holes and solidly fill with precast concrete mixture that has no coarse aggregate, and finish to match adjacent precast concrete surfaces.
- E. Defective Units: Discard and replace recast architectural concrete units that do not comply with acceptability requirements in PCI MNL 117, including concrete strength, manufacturing tolerances, and color and texture range. Chipped, spalled, or cracked units may be repaired, subject to Engineer's approval. Engineer reserves the right to reject precast units that do not match approved samples, sample panels, and mockups. Replace unacceptable units with precast concrete units that comply with requirements.

PART 3 - EXECUTION

1.1 EXAMINATION

- A. Examine supporting structural frame or foundation and conditions for compliance with requirements for installation tolerances, bearing surface tolerances, and other conditions affecting performance of the Work.
- B. Do not install precast concrete units until supporting cast-in-place concrete has attained minimum allowable design compressive strength and supporting steel or other structure is structurally ready to receive loads from precast concrete units.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

1.2 INSTALLATION

- A. Install clips, hangers, bearing pads, and other accessories required for connecting architectural precast concrete units to supporting members and backup materials.
- B. Erect architectural precast concrete level, plumb, and square within specified allowable tolerances. Provide temporary supports and bracing as required to maintain position, stability, and alignment of units until permanent connections are completed.
 - 1. Install temporary steel or plastic spacing shims as precast concrete units are being erected. Tack weld steel shims to each other to prevent shims from separating.
 - 2. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.
 - 3. Remove projecting lifting devices and grout fill voids within recessed lifting devices flush with surface of adjacent precast surfaces when recess is exposed.
 - 4. Unless otherwise indicated, maintain uniform joint widths of 3/4 inch (19 mm).
- C. Connect architectural precast concrete units in position by bolting, welding, grouting, or as otherwise indicated on Structural and Shop Drawings. Remove temporary shims, wedges, and spacers as soon as practical after connecting and grouting are completed.
 - 1. Do not permit connections to disrupt continuity of flashing.
- D. Welding: Comply with applicable requirements in AWS D1.1/D1.1M and AWS D1.4/D1.4M for welding, welding electrodes, appearance, quality of welds, and methods used in correcting welding work.
 - 1. Protect architectural precast concrete units and bearing pads from damage by field welding or cutting operations, and provide noncombustible shields as required.
 - 2. Welds not specified shall be continuous fillet welds, using no less than the minimum fillet as specified by AWS.
 - 3. Clean weld-affected metal surfaces with chipping hammer followed by brushing, and apply a minimum 4.0-mil- (0.1-mm-) thick coat of galvanized repair paint to galvanized surfaces according to ASTM A 780/A 780M.
 - 4. Clean weld-affected metal surfaces with chipping hammer followed by brushing, and reprime damaged painted surfaces.
 - 5. Visually inspect welds and remove, reweld, or repair incomplete and defective welds.
- E. At bolted connections, use lock washers, tack welding, or other approved means to prevent loosening of nuts after final adjustment.
 - 1. Where slotted connections are used, verify bolt position and tightness. For sliding connections, properly secure bolt but allow bolt to move within connection slot.
 - 2. For slip-critical connections, use one of the following methods to assure proper bolt pretension:
 - a. Turn-of-Nut: According to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 - b. Calibrated Wrench: According to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 - c. Twist-off Tension Control Bolt: ASTM F 1852.

- d. Direct-Tension Control Bolt: ASTM F 1852.
- 3. For slip-critical connections, use method and inspection procedure approved by Engineer and coordinated with inspection agency.
- F. Grouting or Dry-Packing Connections and Joints: Grout connections where required or indicated. Retain flowable grout in place until hard enough to support itself. Alternatively, pack spaces with stiff dry-pack grout material, tamping until voids are completely filled. Place grout and finish smooth, level, and plumb with adjacent concrete surfaces. Promptly remove grout material from exposed surfaces before it affects finishes or hardens. Keep grouted joints damp for not less than 24 hours after initial set.

1.3 ERECTION TOLERANCES

- A. Erect architectural precast concrete units level, plumb, square, and in alignment without exceeding the noncumulative erection tolerances of PCI MNL 117, Appendix I.
- B. Erect architectural precast concrete units level, plumb, square, and in alignment, without exceeding the following noncumulative erection tolerances:
 - 1. Plan Location from Building Grid Datum: Plus or minus 1/2 inch.
 - 2. Plan Location from Centerline of Steel: Plus or minus 1/2 inch .
 - 3. Top Elevation from Nominal Top Elevation: As follows:
 - a. Exposed Individual Panel: Plus or minus 1/4 inch.
 - b. Non-Exposed Individual Panel: Plus or minus 1/2 inch.
 - c. Exposed Panel Relative to Adjacent Panel: 1/4 inch.
 - d. Non-Exposed Panel Relative to Adjacent Panel: 1/2 inch.
 - 4. Support Elevation from Nominal Support Elevation: As follows:
 - a. Maximum Low: 1/2 inch.
 - b. Maximum High: 1/4 inch.
 - 5. Maximum Plumb Variation over the Lesser of Height of Structure or 100 Feet : 1 inch .
 - 6. Plumb in Any 10 Feet of Element Height: 1/4 inch .
 - 7. Maximum Jog in Alignment of Matching Edges: 1/4 inch .
 - 8. Joint Width (Governs over Joint Taper): Plus or minus 1/4 inch.
 - 9. Maximum Joint Taper: 3/8 inch .
 - 10. Joint Taper in 10 Feet: 1/4 inch.
 - 11. Maximum Jog in Alignment of Matching Faces: 1/4 inch.
 - 12. Differential Bowing or Camber, as Erected, between Adjacent Members of Same Design: 1/4 inch.
 - 13. Opening Height between Spandrels: Plus or minus 1/4 inch.

1.4 FIELD QUALITY CONTROL

A. Testing Agency: Contractor will engage a qualified testing agency from approved IDOT list to perform tests and inspections and prepare test reports.

- B. Visually inspect field welds and test according to ASTM E 165 or to ASTM E 709 and ASTM E 1444. High-strength bolted connections are subject to inspections.
- C. Testing agency will report test results promptly and in writing to Contractor and Engineer.
- D. Repair or remove and replace work where tests and inspections indicate that it does not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, shall be performed to determine compliance of replaced or additional work with specified requirements.

1.5 REPAIRS

- A. Repair architectural precast concrete units if permitted by Engineer. Engineer reserves the right to reject repaired units that do not comply with requirements.
- B. Mix patching materials and repair units so cured patches blend with color, texture, and uniformity of adjacent exposed surfaces and show no apparent line of demarcation between original and repaired work, when viewed in typical daylight illumination from a distance of 20 feet (6 m).
- C. Prepare and repair damaged galvanized coatings with galvanizing repair paint according to ASTM A 780/A 780M.
- D. Wire brush, clean, and paint damaged prime-painted components with same type of shop primer.
- E. Remove and replace damaged architectural precast concrete units when repairs do not comply with requirements.

1.6 CLEANING

- A. Clean surfaces of precast concrete units exposed to view.
- B. Clean mortar, plaster, fireproofing, weld slag, and other deleterious material from concrete surfaces and adjacent materials immediately.
- C. Clean exposed surfaces of precast concrete units after erection and completion of joint treatment to remove weld marks, other markings, dirt, and stains.
 - 1. Perform cleaning procedures, if necessary, according to precast concrete fabricator's recommendations. Protect other work from staining or damage due to cleaning operations.
 - 2. Do not use cleaning materials or processes that could change the appearance of exposed concrete finishes or damage adjacent materials.

END OF SECTION

UNIT MASONRY

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Base Bid: General Contractor shall include all labor and materials for:
 - 1. Salvaging existing face brick.
 - 2. Reconstruction of masonry walls
 - 3. New brick units
- B. Alternates: None.

1.2 REFERENCE STANDARDS

- A. ASTM A951/A951M Standard Specification for Steel Wire for Masonry Joint Reinforcement; 2016.
- B. ASTM C126 Standard Specification for Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units; 2016.
- C. ASTM C150/C150M Standard Specification for Portland Cement; 2017.
- D. ASTM C207 Standard Specification for Hydrated Lime for Masonry Purposes; 2006 (Reapproved 2011).
- E. ASTM C144 Standard Specification for Aggregate for Masonry Mortar; 2011.
- F. ASTM C270 Standard Specification for Mortar for Unit Masonry; 2014a.
- G. ASTM C404 Standard Specification for Aggregates for Masonry Grout; 2011.
- H. ASTM C476 Standard Specification for Grout for Masonry; 2016.
- I. ASTM C62 Standard Specification for Building Brick (Solid Masonry Units Made From Clay or Shale); 2017.
- J. ASTM C216 Standard Specification for Facing Brick (Solid Masonry Units Made From Clay or Shale); 2017a.
- K. ASTM C67 Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile; 2017.
- 1.3 ADMINISTRATIVE REQUIREMENTS
 - A. Preinstallation Meeting: Conduct a preinstallation meeting at least one week prior to the start of the work of this section.
 - 1. Ensure required submittals have been provided with sufficient time for review prior to scheduling the Preinstallation Meeting.
 - 2. Review the detailed requirements for the work of this section and to review the drawings and specifications for this work

- a. Require attendance by all affected installers including but not limited to
 - 1) Contractor's Superintendent
 - 2) Installer
 - 3) Manufacturer/Fabricator Representative
 - 4) Other affected Subcontractors
 - 5) Engineer of Record
 - 6) Owner's Representatives
- 3. Review mock-ups as described in Mock-Up article below.
- 4. Record minutes and distribute copies within 5 days after meeting to participants as well as Engineer of Record, Owner and those affected by decisions made.

1.4 SUBMITTALS

- A. Procedures: All submittals shall be made to the EOR.
- B. Product Data: For each type of product.
- C. Samples for Verification: For each type and color of exposed masonry unit and mortar. Brick to match existing brick in color, size, and composition.
- D. Material Certificates: For each type and size of product. For masonry units, include data on material properties, material test reports substantiating compliance with requirements.
- E. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
 - 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C109/C109M for compressive strength, ASTM C1506 for water retention, and ASTM C91/C91M for air content.
 - 2. Include test reports, according to ASTM C1019, for grout mixes required to comply with compressive strength requirement.

1.5 QUALITY ASSURANCE

- A. Mock-Up: Provide mock-up samples at a location on site to be designated by Engineer. Utilize the same craftsmen, materials and installation methods in the mock-up as intended for the final Work. Schedule the installation so that the mock-up may be examined, and any necessary adjustments made, prior to commencing fabrication of the Work. Replace unsatisfactory item as directed. When accepted, mock-up shall become part of the Work and serve as the standard for materials, workmanship, and appearance for such Work throughout the project.
- B. Pre-installation Conference: General Contractor shall arrange conference at project site. General contractor, installation contractor project manager and site foreman, and Engineer shall be in attendance. If the work impacts other trades, a representative from those contractors shall also be in attendance.
 - 1. Review methods and procedures related to stone restoration and cleaning including, but not limited to, the following:

- 2. Construction Schedule: Verify availability of materials, contractor's personnel, equipment, and facilities needed to make progress and avoid delays.
- 3. Materials, material application, sequencing, tolerances, and required clearances.

1.6 FIELD CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6 and below:
 - 1. Do not lay unprotected / heated masonry when conditions will allow masonry to be exposed to 45 degrees or lower within 72 hours of installation.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6 and below:
 - 1. Do not lay unprotected masonry when conditions will allow masonry to be exposed to temperatures over 90 degrees within 72 hours of installation.

PART 2 - PRODUCTS

1.1 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work and will be within 20 feet (6 m) vertically and horizontally of a walking surface.
- C. Fire-Resistance Ratings: Comply with requirements for fire-resistance-rated assembly designs indicated.
 - 1. Where fire-resistance-rated construction is indicated, units shall be listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction.

1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer to design foundations, connections, and structural steel reinforcing for new parapet walls.
- B. Structural Performance: Provide new parapet walls capable of withstanding the following design loads within limits and under conditions indicated:
 - 1. Contractor is to design, engineer, fabricate, supply, and install the complete parapet wall to safely resist crash and impact loads of TL-1 as required by AASHTO requirements for highway structures. All plates, angles, bars, fittings, and all other accessories, are to be of stainless steel conforming to ASTM A240/A276, Type 304. Details shown in the construction documents are suggested details only

and may be modified by the contractor as necessary and with the written approval of the Engineer of Record. All calculations, shop drawings showing reinforcing steel details, and connecting details are to be submitted by the Contractor for approval by the Engineer of Record.

1.3 BRICK

- A. Salvage and clean existing brick.
- B. New brick as required: Match Engineer's sample.
- C. Appearance: Provide brick units that match the color, texture, and composition of the existing brick units.

1.4 REINFORCEMENT

- A. Stainless-Steel Reinforcing Bars
- B. Masonry-Joint Reinforcement, General: ASTM A951/A951M.
 - 1. Interior Walls: Stainless steel.
 - 2. Exterior Walls: Stainless steel.
 - 3. Wire Size for Side Rods: 0.148-inch diameter.
 - 4. Wire Size for Cross Rods: 0.148-inch diameter.
 - 5. Wire Size for Veneer Ties: 0.148-inch diameter.
 - 6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches (407 mm) o.c.
 - 7. Provide in lengths of not less than 10 feet (3 m), with prefabricated corner and tee units.
- C. Masonry-Joint Reinforcement for Multiwythe Masonry:
 - 1. Ladder type with one side rod at each face shell of hollow masonry units more than 4 inches (100 mm) wide, plus one side rod two side rods at each wythe of masonry 4 inches (100 mm) wide or less.
 - 2. Tab type, either ladder or truss design, with one side rod at each face shell of backing wythe and with rectangular tabs sized to extend at least halfway through facing wythe, but with at least 5/8-inch (16-mm) cover on outside face.
 - 3. Adjustable (two-piece) type, either ladder or truss design, with one side rod at each face shell of backing wythe and with separate adjustable ties with pintle-and-eye connections having a maximum horizontal play of 1/16 inch (1.5 mm) and maximum vertical adjustment of 1-1/4 inches (32 mm). Size ties to extend at least halfway through facing wythe but with at least 5/8-inch (16-mm) cover on outside face. Ties have hooks or clips to engage a continuous horizontal wire in the facing wythe.

1.5 TIES AND ANCHORS

A. General: Ties and anchors shall extend at least 1-1/2 inches (38 mm) into veneer but with at least a 5/8-inch (16-mm) cover on outside face.

- B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
 - 1. Stainless-Steel Wire
 - 2. Stainless Steel Sheet.
 - 3. Stainless Steel Plates, Shapes, and Bars
- C. Individual Wire Ties: Rectangular units with closed ends and not less than 4 inches (100 mm) wide.
 - 1. Wire: Fabricate from 3/16-inch diameter, stainless steel wire.
- D. Adjustable Anchors for Connecting to Structural Steel Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
 - 1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch-diameter, hot-dip galvanized-steel wire.
 - 2. Tie Section: Triangular-shaped wire tie made from 0.25-inch diameter, hot-dip galvanized-steel wire.
- E. Rigid Anchors: Fabricate from steel bars 1-1/2 inches (38 mm) wide by 1/4 inch (6.35 mm) thick by 24 inches (610 mm) long, with ends turned up 2 inches (51 mm) or with cross pins unless otherwise indicated.
 - 1. Corrosion Protection: Hot-dip galvanized to comply with ASTM A153/A153M Epoxy coating 0.020 inch (0.51 mm) thick.

1.6 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing per Section 07 62 15 Copper Flashing and Trim.
- B. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

1.7 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene urethane or PVC.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D2000, Designation M2AA-805 or PVC, complying with ASTM D2287, Type PVC-65406 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.

1.8 MASONRY CLEANERS

A. Masonry Cleaners:

- 1. Enviro Klean SafRestorer
- 2. Envirestore 100
- 3. Safe 'n Easy Brick and Masonry Cleaner
- B. Dilution: Masonry Restoration Contractor shall use the most diluted mix of cleaner and water as recommended by Manufacturer prior using a less diluted mix. A less diluted mix shall not be used to increase efficiency of cleaning without written consent by Engineer or as approved by Engineer during the mock-up approval process.
- C. Potable water shall be clean and free of oils, acids, alkalis, salts, and organic matter. Water pressure shall not exceed 100 psi at the surface of the masonry when materials are spray applied.
- D. Only natural or nylon bristle brushes shall be used to clean brick and masonry surfaces. No metal scrapers or steel/brass bristle brushes. Wood scrapers may be used for heavy efflorescence.
- E. Polyethylene sheets: in quantity and mil thickness to collect runoff when required by manufacturer or EPA and retain it for onsite treatment.
- F. Procedures: Furnish submittals in accordance with general requirements specified in Section 01 33 00 Submittal Procedures:
- G. pH Indicator: Litmus paper or other indicator capable of identifying neutral solutions.
- H. Plastic or non-corrosive metal water delivery system capable of applying a fine water mist evenly to all surfaces to be cleaned including undersides.
- I. Non-staining tape

1.9 2.6 MORTAR MIXES

- A. Mortar for replacement of existing masonry (brick) shall match existing mortar in color and texture and shall comply with the following materials as modified:
 - 1. <u>Recipe</u> shall be similar to Type N, per ASTM C270 however with the ratio modified for the following components
 - 1) 1 part Portland Cement (gray)
 - 2) 1 part hydrated lime
 - 3) 6 parts sand
 - a. <u>The sand shall match the sand in the original existing mortar by color,</u> <u>shape and particle size distribution as defined using ASTM C144; ASTM</u> <u>E11 sieves.</u>
 - 1. Type S mortars and stronger may NOT be used.
 - 2. Provide fully cured control samples in three (3) different colors in range and per each composition above. Engineer to approve color for brick repointing mortars.
- B. Mortars shall be machine-mixed in an approved type of mixer in which the quantity of water can be accurately and uniformly controlled.

- C. All cementitious materials and aggregate shall be mixed for at least 5 minutes in a mechanical batch mixer with the minimum amount of water to produce a workable consistency. Hand mixing shall not be used unless approved by the Engineer.
- D. Measure and batch materials either by volume or weight such that the required proportions for mortar can be accurately controlled and maintained. Measurement by shovel for any ingredient will not be permitted. Maintain mortar recipe in conspicuous location near mixer.
- E. All new mortar shall match the original mortar in color and texture. Carefully select, mix and install mortar materials to achieve this result. Prepare samples of proposed mortar mixes for review by the Engineer for each major building elevation where new mortar will be placed.
 - 1. The mortar mix shall be strictly controlled for the duration of the project to assure uniformity of color and texture throughout the work.
- F. Mortar which has begun to set or is not used within 2 hours after initial mixing or which has lost its required plasticity shall be discarded. Retempering of mortar shall not be allowed.
- G. Anti-freeze admixtures, chemical bonding agents or air entraining agents shall not be used.
- H. Calcium chloride shall not be used in mortar.
- I. No admixtures will be allowed in mortar without the Engineer's written permission.

PART 3 - EXECUTION

1.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.
- C. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested according to ASTM C67. Allow units to absorb water so they are damp but not wet at time of laying.

1.2 TOLERANCES

- A. Dimensions and Locations of Elements:
 - 1. For dimensions in cross section or elevation, do not vary by more than plus or minus 1/4 inch.

- 2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
- 3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.
- B. Lines and Levels:
 - 1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
 - 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
 - 3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
 - 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
 - 5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
- C. Joints:
 - 1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
 - 2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 in or minus 1/4 inch.
 - 3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

1.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- D. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.

1.4 MORTAR BEDDING AND JOINTING

- A. Lay clay bricks as follows:
 - 1. Bed face shells in mortar and make head joints of depth equal to bed joints.

- 2. Bed webs in mortar in all courses of piers, columns, and pilasters.
- 3. Bed webs in mortar in grouted masonry, including starting course on footings.
- 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
- B. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- C. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

1.5 COMPOSITE MASONRY

- A. Bond wythes of composite masonry together using one of the following methods as follows:
 - 1. Individual Metal Ties: Provide ties as shown installed in horizontal joints, but not less than one metal tie for 4.5 sq. ft. of wall area spaced not to exceed 24 inches o.c. horizontally and 16 inches o.c. vertically. Stagger ties in alternate courses. Provide additional ties within 12 inches of openings and space not more than 36 inches apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 24 inches o.c. vertically.
 - 2. Masonry-Joint Reinforcement: Installed in horizontal mortar joints.
 - a. Where bed joints of both wythes align, use ladder-type reinforcement extending across both wythes tab-type reinforcement.
 - b. Where bed joints of wythes do not align, use adjustable-type (two-piecetype) reinforcement with continuous horizontal wire in facing wythe attached to ties.
- B. Collar Joints: Solidly fill collar joints by parging face of first wythe that is laid and shoving units of other wythe into place.
- C. Collar Joints in Clay Masonry: After each course is laid, fill the vertical, longitudinal joint between wythes solidly with mortar at exterior walls, except cavity walls, and interior walls and partitions.
- D. Corners: Provide interlocking masonry unit bond in each wythe and course at corners unless otherwise indicated.
- E. Intersecting and Abutting Walls: Unless vertical expansion or control joints are shown at juncture, bond walls together as follows:
 - 1. Provide individual metal ties not more than 16 inches o.c.
 - 2. Provide continuity with masonry-joint reinforcement by using prefabricated T-shaped units.
 - 3. Provide rigid metal anchors not more than 48 inches o.c. If used with hollow masonry units, embed ends in mortar-filled cores.

1.6 MASONRY-JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
 - 1. Space reinforcement not more than 16 inches o.c.
 - 2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.
 - 3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- D. Provide continuity at corners by using prefabricated L-shaped units.

1.7 CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
 - 3. Protect adjacent surfaces from contact with cleaner.
 - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 - 5. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
 - 6. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

1.8 MASONRY WASTE DISPOSAL

- A. Masonry Waste Recycling: Return broken CMUs to manufacturer for recycling.
- B. Excess Masonry Waste: Remove excess masonry waste that cannot be used as for recycling and dispose of by legal means off site.

END OF SECTION

STONE MASONRY

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Base Bid: General Contractor shall include all labor and materials for replacing existing coping stone units as follows:
 - 1. Salvage, clean, and cut to fit (as required) existing coping stones to be installed on reconstructed parapet walls.
 - 2. New coping stone units to match existing.
 - 3. New stone at base of wall to match existing.
 - 4. All other materials are to be furnished by the General Contractor.
- B. Alternates: None.
- 1.2 RELATED SECTIONS 1. Unit Masonry

1.3 DEFINITIONS

- A. Face Bedding: Setting of stone with the rift or natural bedding planes (strata) vertical and parallel to the wall plane rather than horizontal or "naturally bedded," which holds bedding planes together by gravity. Face bedding shall be avoided.
- B. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.
- C. Rift: The most pronounced direction of splitting or cleavage of a stone.
- D. Stone Terminology: ASTM C 119.

1.4 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.
 - 1. Contractor shall conduct meeting and produce meeting minutes.
 - 2. A/E to receive copies of the meeting minutes.
 - 3. Review methods and procedures related to repairing and replacing stone masonry including, but not limited to, the following:
 - a. Materials, material application, sequencing, tolerances, and required clearances.
 - b. Quality-control program.
 - c. Fire-protection plan.
 - d. Coordination with building occupants.

1.5 SEQUENCING AND SCHEDULING

- A. Perform survey.
- B. Order mortar materials immediately after approval of mockups. Take delivery of and store at Project site in sufficient quantity to complete Project.
- C. Work Sequence: Perform stone historic treatment work in the following sequence, which includes work specified in this and other Sections:
 - 1. Carefully remove and salvage (2) two existing coping stones for matching.
 - 2. Demolish remaining stones as part of demolition of existing portion of wall.
 - 3. Rebuild wall.
 - 4. Set new coping stones on top of walls.
 - 5. Point mortar joints. Seal all skyward facing joints.
 - 6. Perform a final cleaning to remove residues from this work.

1.6 ACTION SUBMITTALS

- A. Shop Drawings:
 - 1. Include plans, elevations, sections, and locations of stone replacement work on the structure.
 - 2. Indicate complete dimensions for new stone units and their jointing, showing relation of existing to new units.
 - 3. Show replacement of full stone units.
 - 4. Show anchors, including drilled-in pins. Include details of anchors within individual stone units, with locations of anchors and dimensions of holes and recesses in stone required for anchors, including direction and angle of holes for pins.
- B. Samples for the following:
 - 1. For replacement stones, include samples to show full range of color, texture, grain, and finish to be expected. Provide at least two samples. Samples shall be the same size as the hinge stones to be built into the masonry walls and shall have their exterior face tooled to match the intended textured finish surface.
 - 2. Accessories: Each type of anchor, accessory, and miscellaneous support.
 - 3. Sealant Materials color samples.

1.7 QUALITY ASSURANCE

- A. Mockups: Prepare mockups of stone replacement to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.
 - 1. Stone Coping: Prepare sample areas for each type of stone. If not otherwise indicated, size each mockup not smaller than two adjacent whole units. Construct sample areas in locations where directed by Engineer unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
 - a. One stone coping unit.

- 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer specifically approves such deviations in writing.
- 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on stone units as follows:
 - 1. Provide test specimens as indicated and representative of proposed materials and existing construction.
 - 2. Replacement Stone: Test each proposed type of replacement stone, according to ASTM C 170/C 170M for compressive strength, wet and dry, perpendicular and parallel to rift; ASTM C 99/C 99M for modulus of rupture, wet and dry, perpendicular and parallel to rift; and ASTM C 97/C 97M for absorption and bulk specific gravity.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver stone units to Project site strapped together in suitable packs or pallets or in heavy-duty crates and protected against impact and chipping.
- B. Deliver each piece of stone with code mark or setting number on unexposed face, corresponding to Shop Drawings, using non-staining paint.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- F. Handle stone to prevent overstressing, chipping, defacement, and other damage.

1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repair work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits, General: Repair stone units only when air temperature is between 45°F and 90 F and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Do not perform any masonry work in temperatures below 45°F.

- D. Hot-Weather Requirements: Protect stone repair when temperature and humidity conditions produce excessive evaporation of water from mortar and patching materials. Provide artificial shade and wind breaks and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.

PART 2 - PRODUCTS

1.1 MATERIALS, GENERAL

A. Source Limitations: Obtain each type of material from single source with resources to provide materials of consistent quality in appearance and physical properties.

1.2 MASONRY MATERIALS

- A. New Stone: Provide natural building stone of variety, color, texture, grain, veining, finish, and physical properties to match existing stone. Match existing stone in size and shape. Properties within 10 percent of those determined from preconstruction testing of selected existing stone.
- B. Salvaged Existing Stone Copings. Cut to fit radius of new wall as required.
- C. Stone Type: Match existing type, color, and texture.
- D. Quarrying New Stone: Have quarry clearly label the direction of rift or bedding planes when rough stone is quarried, to facilitate cutting stones so that natural bedding planes are as required in "Cutting New Stone" Paragraph.
- E. Cutting New Stone: Regardless of how existing stone was cut and set, cut each new stone so that, when it is set in final position, the rift or natural bedding planes are predominantly horizontal.

1.3 ACCESSORY MATERIALS

- A. Stone Anchors and Pins: Type and size indicated. Fabricate anchors and pins from Type 304 stainless steel.
- B. Setting Buttons and Shims: Resilient plastic, non-staining to stone, sized to suit joint thicknesses and bed depths of stone units, less the required depth of pointing materials unless removed before pointing.
- C. Masking Tape: Non-staining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.

PART 3 - EXECUTION

1.1 PROTECTION

- A. Prevent mortar from staining face of surrounding stone and other surfaces.
 - 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 - 2. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering.
 - 3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.

1.2 STONE REMOVAL AND REPLACEMENT

- A. At locations indicated on drawings, remove and salvage stone copings. Carefully remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
- B. Maintain adjoining construction in an undamaged condition.
- C. Notify Engineer of unforeseen detrimental conditions including voids, cracks, bulges, loose units in existing stone or unit masonry backup, rotted wood, rusted metal, and other deteriorated items.
- D. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for stone replacement.
- E. At parapet walls, replace removed damaged stone with new stone matching existing stone. Do not reuse existing damaged units.
- F. Rift: Do not allow face bedding of stone. Before setting, inspect to verify that each stone has been cut so that, when it is set in final position, the rift or natural bedding planes are predominantly horizontal. Reject stone with vertical bedding planes except as required for arches.
- G. Install replacement stone into bonding and coursing pattern of existing stone. If cutting is required, use a motor-driven saw designed to cut stone with clean, sharp, unchipped edges. Finish edges to blend with appearance of edges of existing stone.
 - 1. Maintain joint width for replacement stone to match existing joints.
 - 2. Use setting buttons or shims to set stone accurately spaced with uniform joints.
- H. Set stone with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter vertical joints for full width before setting and set units in full bed of mortar unless otherwise indicated. If existing anchors are encountered, assume new anchors of a similar type will be required to replace existing.

- 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing stonework.
- 2. Rake out mortar used for laying stone before mortar sets. Point at same time as repointing of surrounding area.
- 3. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.
- I. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
 - 1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

1.3 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.
 - 1. Do not use metal scrapers or brushes.
 - 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent non-stone surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from wall.
- D. Remove masking materials, leaving no residues that could trap dirt.
- E. Sweep and rake adjacent pavement and grounds to remove mortar and debris. Where necessary, pressure wash pavement surfaces to remove mortar, dust, dirt, and stains.

1.4 STONE-WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess useable stone materials are to be returned to attic stock.
- B. Stone Waste: Remove stone waste and legally dispose of off site.

END OF SECTION

COPPER FLASHING AND TRIM

PART 1 – GENERAL

- 1.1 WORK INCLUDES
 - A. General Contractor shall provide all labor, materials, equipment and services necessary or incidental to the completion of all work of this section as shown on the drawings, herein specified, or otherwise required.
 - 1. Includes shop and field formed copper accessories and trim, such as:
 - a. Counterflashing and base flashing.
 - b. Wall flashing.
- 1.2 RELATED WORK:
 - A. Unit Masonry
 - B. Joint Sealants
- 1.3 COORDINATION
 - A. Coordinate work of this section with interfacing and adjacent work for proper sequencing. Ensure weather resistance and durability of work and protection of materials and finishes.
- 1.4 PERFORMANCE REQUIREMENTS
 - A. Installation Requirements: Fabricator is responsible for installing system, including anchorage to substrate and necessary modifications to meet specified and drawn requirements and maintain visual design concepts in accordance with Contract Documents and following installation methods as stipulated in the "Copper in Architecture" handbook published by the Copper Development Association (CDA).
 - 1. Drawings are diagrammatic and are intended to establish basic dimension of units, sight lines, and profiles of units.
 - 2. Make modifications only to meet field conditions and to ensure fitting of system components.
 - 3. Obtain Engineer's approval of modifications.
 - 4. Provide concealed fastening wherever possible.
 - 5. Attachment considerations: Account for site peculiarities and expansion and contraction movements so there is no possibility of loosening, weakening and fracturing connection between units and building structure or between components themselves.
 - 6. Obtain Engineer's approval for connections to building elements at locations other than indicated in Drawings.
 - 7. Accommodate building structure deflections in system connections to structure.
- B. Performance Requirements:

- 1. System shall accommodate movement of components without buckling, failure of joint seals, undue stress on fasteners, or other detrimental effects when subjected to seasonal temperature changes and live loads.
- 2. Design system capable of withstanding building code requirements for negative wind pressure.

1.5 SUBMITTALS

- A. Product data for flashing, metal, and accessories: Manufacturer's technical product data, installation instructions and general recommendations for each specified sheet material and fabricated product.
- B. Samples of the following flashing, sheet metal, and accessory items:
 - 1. 6-inch (150 mm) or 12-inch (300 mm) square samples of specified sheet materials to be exposed as finished surfaces.
 - 2. 6-inch (150 mm) or 12-inch (300 mm) long samples of fabricated products exposed as finished work. Provide complete with specified finish.

1.6 CLOSEOUT SUBMITTALS

- A. Provide maintenance data in Operations and Maintenance manual for maintaining applied coatings on copper panels.
- 1.7 QUALITY ASSURANCE
 - A. Fabricator's Qualifications: Company specializing in copper flashing and trim work with ten (10) years of experience in similar size and type of installations.
 - B. Installer: A firm with 10 years of successful experience with installation of copper flashing and trim work of type and scope equivalent to Work of this Section. The Engineer reserves the right to approve or disapprove the use of the personnel contingent upon their experience.
 - C. Industry Standard: Except as otherwise shown or specified, comply with applicable recommendations and details of the "Copper in Architecture" handbook published by the Copper Development Association (CDA). Conform to dimensions and profiles shown.
 - D. Mock-Up: Before proceeding with final purchase of materials and fabrication of copper flashing and trim work components, prepare a mock-up of work. Incorporate materials and methods of fabrication and installation identical with project requirements. Install mock-up at location directed by Engineer. Retain accepted mock-up as quality standard for acceptance of completed copper work. If accepted, mock-up may be incorporated as part of copper work. The Engineer reserves the right to approve or disapprove the use of the personnel contingent upon their quality of mock-up.
 - 1. Mock-up area is indicated on Drawings.
 - 2. Provide mock-up of sufficient size and scope to show typical pattern of seams, fastening details, edge construction, and finish texture and color.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Packing, Shipping, Handling, and Unloading: Protect finish metal faces.
- B. Acceptance at Site: Examine each component and accessory as delivered and confirm that material and finish is undamaged. Do not accept or install damaged materials.
- C. Storage and Protection:
 - 1. Stack pre-formed material to prevent twisting, bending, and abrasions.
 - 2. Provide ventilation.
 - 3. Prevent contact with materials which may cause discoloration or staining.

1.9 WARRANTY

- A. Warrant installed flashing, copings, gravel stops, and trim components to be free from defects in material and workmanship for period of 2 years.
- B. Include coverage against leakage and damages to finishes.

PART 2 - PRODUCTS

- 2.1 FLASHING AND TRIM MATERIALS
 - A. All exposed flashing shall be Lead Coated Copper. Lead Coated Copper Sheets: Cold-rolled copper sheet complying with ASTM B101 temper H00, unless otherwise indicated, and as follows: consisting of cold-rolled copper sheet coated both sides with lead weighing not less than 12 lbs. nor more than 15 lbs. per 100 sq. ft. of copper.
 - 1. Weight of Coated Sheet: Not less than 17.1 oz. per sq. ft. (nominal weight of bare copper sheet, 16 oz.), unless otherwise indicated.
 - 2. Weight of Coated Sheet: Not less than 21.2 oz. per sq. ft. (nominal weight of uncoated copper sheet, 20 oz. per sq. ft.) unless otherwise indicated
 - a. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials: Copper: 17.01 oz./sq. ft.
 - b. Flashing Receivers: Fabricate from the following materials: Copper: 17.01 oz./sq. ft.
 - B. Copper: ASTM B370; temper H00 (cold-rolled) except where temper 060 is required for forming:
 - 1. 16 oz. per sq. ft. (0.0216-inch thick) (0.55 mm) except as otherwise indicated.
 - C. Manufacturers: Subject to compliance with requirements, provide materials by one of the following:
 - 1. Hussey Copper Ltd.
 - 2. Revere Copper Products, Inc.

3. KME America

2.2 ACCESSORIES

- A. Solder: ASTM B32; Provide 50-50 tin/lead or lead free alternative of similar or greater strength solder. Killed acid flux.
- B. Flux: Muriatic acid neutralized with zinc or approved brand of soldering flux.
- C. Fasteners: Same metal as flashing/sheet metal or other non-corrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.
- D. Joint Sealant: One-part, copper compatible elastomeric polyurethane, polysulfide, butyl or silicone rubber sealant as tested by sealant manufacturer for copper substrates. Refer to Division 07.
- E. Adhesives: Type recommended by flashing sheet manufacturer for waterproof/weather-resistant seaming and adhesive application of and compatibility with flashing sheet.
- F. High Temperature Grade Water Barrier Underlayment: Cold applied, self-adhering membrane composed of a high density, cross laminated polyethylene film coated on one side with a layer of butyl rubber or high temperature asphalt adhesive. Provide primer when recommended by water barrier manufacturer.
 - 1. Minimum Thickness: 30 mil.
 - 2. Tensile Strength: ASTM D412 (Die C Modified); 250 psi.
 - 3. Membrane Elongation: ASTM D412 (Die C Modified); 250%
 - 4. Permeance (Max): ASTM E96; 0.05 Perms.
 - 5. Acceptable Products:
 - a. Blueskin PE 200 HT, Henry.
 - b. Ultra, W.R. Grace Company.
 - c. CCW MiraDRI WIP 300 High Temperature, Carlisle Coatings and Waterproofing.
- G. Reglets: Units of type and profile indicated, compatible with copper, noncorrosive.
- H. Metal Accessories: Provide cleats, straps, anchoring devices, and similar accessory units as required for installation of work, noncorrosive, size and gauge required for performance.

2.3 FABRICATION

A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown and with applicable requirements of Copper Development Association (CDA) "Copper in Architecture" handbook and other recognized industry practices. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running work, sufficient to permanently prevent leakage, damage, or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed copper work without excessive oil-canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.

- 1. Fabricate to allow for adjustments in field for proper anchoring and joining.
- 2. Form sections true to shape, accurate in size, square, free from distortion and defects.
- 3. Cleats: Fabricate cleats of same material as sheet, interlockable with sheet in accordance with CDA recommendations.
- 4. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; solder for rigidity if required; seal non-soldered weather joints with sealant.
- B. Seams: Fabricate nonmoving seams with flat-lock seams where possible. Tin edges and cleats to be seamed, form seams, and solder. Where soldered flat-lock seams are not possible, use soldered riveted lap seams joints for additional strength.
- C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1-inch (25 mm) deep, filled with mastic sealant (concealed within joints).
- D. Sealant Joints: Where movable, nonexpansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with CDA standards.
- E. Separations: Provide for separation of metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.
- F. Solder
 - 1. Solder and seal metal joints except those indicated or required to be expansive type joints.
 - 2. Tin edges of copper sheets and cleats at soldered joints.
 - 3. After soldering, carefully remove flux and other residue from surfaces. Neutralize acid flux by washing with baking soda solution, and then flushing clear water rinse. Wipe and wash solder joints clean.
- G. Seams:
 - 1. Provide following seam types unless noted or detailed otherwise.
 - 2. Flat: Drive cleat Flat lock seam, soldered.
 - 3. Corner: Double lock corner Single lock corner.
 - 4. Standing: Double lock standing Single lock standing lap seam.
- H. Flashing and Counter Flashing:
 - 1. Fabricate as indicated on Drawings and in accordance with the CDA "Copper in Architecture" handbook.

- 2. Hem exposed flashings on underside 1/2 inch (13 mm); miter and seam corners.
- 3. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
- 4. Fabricate flashings to allow toe to extend minimum 2 inches (50 mm) over wall surfaces.
- I. Masonry Through Wall Flashings: Refer to Division 04 section on masonry.
- 2.4 FINISHES
 - A. Lead

PART 3 - EXECUTION

3.1 EXAMINATION

- A. General: Examine conditions and proceed with work when substrates are ready.
- B. Confirm that substrate system is even, smooth, sound, clean, dry, and free from defects.

3.2 INSTALLATION

- A. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations and with the "Copper in Architecture" handbook published by the Copper Development Association (CDA). Anchor units of work securely in place by methods indicated, providing for thermal expansion of units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weatherproof.
 - 1. Install units plumb, level, square, and free from warp or twist while maintaining dimensional tolerances and alignment with surrounding construction.
 - 2. Apply asphalt mastic on copper surfaces of units in contact with dissimilar metals.
 - 3. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
 - 4. Miter, lap seam and close corner joints with solder. Seal seams and joints watertight.
 - 5. Install expansion joints at frequency recommended by CDA. Do not fasten moving seams such that movement is restricted.
- B. Underlayment: Where installation is to be directly on cementitious or wood substrates, install red rosin paper slip sheet over layer of asphalt saturated felt.
- C. Install reglets to receive counterflashing in manner and by methods indicated. Where shown in concrete, furnish reglets to trades of concrete work for installation as work of Division 03 sections. Where shown in masonry, furnish reglets to trades of masonry work, for installation as work of Division 04 sections.

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- D. Counterflashing and Reglets:
 - 1. Fabricate counterflashings and reglets as 2 piece assemblies to permit installation of counterflashing after base flashings are in place.
 - 2. Fabricate reglets of same metal and thickness as counterflashings.
 - 3. Overlap base flashing 4 inches (100 mm) minimum.
 - 4. Install bottom edge tight against base flashing.
 - 5. Lap seam vertical joints 3 inches (75 mm) minimum and apply sealant.
- E. Install counterflashing in reglets, either by snap-in seal arrangement, lock seal in accordance with the "Copper in Architecture" handbook published by the Copper Development Association (CDA), or by soldering in place for anchorage and filling reglet with mastic or elastomeric sealant, as indicated and depending on degree of sealant exposure.
- F. Install laminated flashing in accordance with manufacturer's recommendations. Where required, provide for movement at joints by forming loops or bellows in width of flashing. Locate cover or filler strips at joints to facilitate complete drainage of water from flashing. Seam adjacent flashing sheets with adhesive, seal and anchor edges in accordance with manufacturer's recommendations.
- G. Fasten flashing to curb nailers at maximum spacing of 3 inches (75 mm) O.C. Fabricate seams at joints between units with minimum 4-inch (100 mm) overlap, to form continuous, waterproof system in accordance with the "Copper in Architecture" handbook published by the Copper Development Association (CDA).

3.3 CLEANING

- A. Remove protective film (if any) from exposed surfaces of copper promptly upon installation. Strip with care to avoid damage to finishes.
- B. Clean exposed copper surfaces, removing substances that might cause abnormal discoloration of metal.
- C. Upon completion of each area of soldering, carefully remove flux and other residue from surfaces. Neutralize acid flux by washing with baking soda solution, and then flushing with clear water rinse. Use special care to neutralize and clean crevices.
- D. Clean exposed metal surfaces of substances that would interfere with normal oxidation and weathering.

3.4 PROTECTION

A. Advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work during construction to ensure that work will be without damage or deterioration other than natural weathering at time of Substantial Completion.

END OF SECTION

JOINT SEALANTS

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Base Bid
 - 1. General contractor shall provide: All labor and materials to provide urethane joint sealants and related items as shown on the drawings and herein specified at:
 - a. Skyward facing coping and railing joints
 - b. Expansion Joints
- B. Alternates: None.

1.2 RELATED WORK

- A. Specified Elsewhere:
 - 1. Precast Architectural Concrete
 - 2. Unit Masonry
 - 3. Stone Masonry
- 1.3 QUALIFICATIONS OF INSTALLERS
 - A. Employ only qualified workmen experienced in the installation of the specified sealants
 - B. Quality Assurance: Provide for extended warranty coverage.
- 1.4 ACTION SUBMITTALS
 - A. Make all submittals in accord with the Standard Documents for Construction
 - a. Product Data: For each joint-sealant product.
 - b. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
 - c. Sample Warranties: For special warranties.

1.5 JOB CONDITIONS

- A. Environmental Requirements:
 - a. Do not proceed with installation of joint sealants under the following conditions:
 - 1) When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 - 2) When joint substrates are wet.
 - 3) Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4) Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.
- 1.6 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - a. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - b. Disintegration of joint substrates from causes exceeding design specifications.
 - c. Mechanical damage caused by individuals, tools, or other outside agents.
 - d. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

- 1.1 JOINT SEALANTS, GENERAL
 - A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
 - B. Colors of Exposed Joint Sealants: As selected by Engineer from manufacturer's full range.

1.2 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 25, NT: Single-component, nonsag, nontraffic-use, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT. Use one of the following products:
 - 1. BASF Master Seal NP1
 - 2. Sika 1A
 - 3. Tremco Dynomic

1.3 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Non-staining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

- B. Cylindrical Sealant Backings: ASTM C 1330, Type C closed-cell material with a surface skin and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

1.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

1.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

1.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

1.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

1.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

1.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION

CEMENT PLASTERING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes all labor and materials for the complete installation of:
 - 1. Exterior vertical stucco at parapet wall.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of factory-prepared finish coat and for each color and texture specified.
- C. Samples for Initial Selection: For each type of factory-prepared finish coat and for each color and texture specified.
- D. Samples for Verification: For each type of factory-prepared finish coat and for each color and texture specified, 12 by 12 inches, and prepared on rigid backing.

1.4 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Build mockups for each substrate and finish texture indicated for cement plastering, including accessories.
 - a. Size: 100 sq. ft. in surface area.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials inside under cover, and keep them dry and protected against damage from weather, moisture, direct sunlight, surface contamination, corrosion, construction traffic, and other causes.

1.6 FIELD CONDITIONS

- A. Comply with ASTM C 926 requirements.
- B. Exterior Plasterwork:
 - 1. Apply and cure plaster to prevent plaster drying out during curing period. Use procedures required by climatic conditions, including moist curing, providing coverings, and providing barriers to deflect sunlight and wind.
 - 2. Apply plaster when ambient temperature is greater than 45 deg F.
 - 3. Protect plaster coats from freezing for not less than 48 hours after set of plaster coat has occurred.
- C. Factory-Prepared Finishes: Comply with manufacturer's written recommendations for environmental conditions for applying finishes.

PART 2 - PRODUCTS

- 1.1 PLASTER MATERIALS
 - A. Portland Cement: ASTM C 150/C 150M, Type I.
 - 1. Color for Finish Coats: White.
 - B. Masonry Cement: ASTM C 91, Type N.
 - 1. Color for Finish Coats: White.
 - C. Lime: ASTM C 206, Type S; or ASTM C 207, Type S.
 - D. Sand Aggregate: ASTM C 897.
 - 1. Color for Job-Mixed Finish Coats: White.

1.2 PLASTER MIXES

- A. General: Comply with ASTM C 926 for applications indicated.
 - 1. Fiber Content: Add fiber to base-coat mixes after ingredients have mixed at least two minutes. Comply with fiber manufacturer's written instructions for fiber quantities in mixes, but do not exceed 1 lb of fiber/cu. yd. of cementitious materials.
- B. Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork as follows:
 - 1. Portland Cement Mixes:
 - a. Scratch Coat: For cementitious material, mix 1 part Portland cement and 0 to 3/4 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.

- b. Brown Coat: For cementitious material, mix 1 part Portland cement and 0 to 3/4 parts lime. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.
- 2. Masonry Cement Mixes:
 - a. Scratch Coat: Mix 1 part masonry cement and 2-1/2 to 4 parts aggregate.
 - b. Brown Coat: Mix 1 part masonry cement and 3 to 5 parts aggregate, but not less than volume of aggregate used in scratch coat.
- 3. Portland and Masonry Cement Mixes:
 - a. Scratch Coat: For cementitious material, mix 1 part portland cement and 1 part masonry cement. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
 - b. Brown Coat: For cementitious material, mix 1 part portland cement and 1 part masonry cement. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.

1.3 MISCELLANEOUS MATERIALS

- A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.
- B. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch (13 mm) long, free of contaminants, manufactured for use in cement plaster.
- C. Bonding Compound: ASTM C 932.

PART 3 - EXECUTION

1.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

1.2 PREPARATION

- A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.
- B. Prepare smooth, solid substrates for plaster according to ASTM C 926.

1.3 INSTALLATION, GENERAL

1.4 INSTALLING ACCESSORIES

- A. Install according to ASTM C 1063 and at locations indicated on Drawings.
- B. Control Joints: Locate as approved by Engineer for visual effect and as follows:
 - 1. As required to delineate plasterwork into areas (panels) of the following maximum sizes:
 - a. Vertical Surfaces: 144 sq. ft.
 - b. Horizontal and Other Nonvertical Surfaces: 100 sq. ft.
 - 2. At distances between control joints of not greater than 18 feet o.c.
 - 3. As required to delineate plasterwork into areas (panels) with length-to-width ratios of not greater than 2-1/2:1.
 - 4. Where control joints occur in surface of construction directly behind plaster.
 - 5. Where plasterwork areas change dimensions, to delineate rectangular-shaped areas (panels) and to relieve the stress that occurs at the corner formed by the dimension change.

1.5 PLASTER APPLICATION

- A. General: Comply with ASTM C 926.
 - 1. Do not deviate more than plus or minus 1/4 inch in 10 feet from a true plane in finished plaster surfaces when measured by a 10-foot straightedge placed on surface.
 - 2. Finish plaster flush with metal frames and other built-in metal items or accessories that act as a plaster ground unless otherwise indicated. Where casing bead does not terminate plaster at metal frame, cut base coat free from metal frame before plaster sets and groove finish coat at junctures with metal.
 - 3. Provide plaster surfaces that are ready to receive field-applied finishes indicated.
- B. Walls; Base-Coat Mixes for Use over Metal Lath: For scratch and brown coats, for threecoat plasterwork with 3/4-inch total thickness, as follows:
 - 1. Portland cement mixes.
 - 2. Masonry cement mixes.
 - 3. Portland and masonry cement mixes.
 - 4. Plastic cement mixes.
 - 5. Portland and plastic cement mixes.
- C. Plaster Finish Coats: Apply to provide finish to match existing.
- D. Concealed Exterior Plasterwork: Where plaster application is used as a base for adhered finishes, omit finish coat.

1.6 PLASTER REPAIRS

A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

1.7 CLEANING AND PROTECTION

A. Remove temporary protection and enclosure of other work after plastering is complete. Promptly remove plaster from door frames, windows, and other surfaces not indicated to be plastered. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.

END OF SECTION

EXTERIOR PAINTING

PART 1 - GENERAL

- 1.1 WORK INCLUDES
 - A. Base Bid
 - 1. General Contractor shall provide all labor and materials for surface preparation and the supply and application of paint systems on exterior substrates to complete the following:
 - a. Priming and painting of all exposed stucco surfaces on parapet wall.
 - B. Alternates: None.
- 1.2 QUALIFICATIONS OF INSTALLERS
 - A. Employ qualified workmen experienced in painting with a minimum of 5 years of experience with similar painting projects.

1.3 REFERENCES

- A. MPI Master Painters Institute
- 1.4 SUBMITTALS
 - A. Product data: For each type of product. Include preparation requirements and application instructions by product manufacturer.
 - B. Samples: For each type of paint system and each color and gloss of topcoat.

1.5 DELIVERY STORAGE AND HANDLING

temperatures are between 50 and 95 deg F.

- A. Store materials in tightly covered containers in well ventilated areas with ambient temperatures continuously maintained at not less than 45 deg. F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.

1.6 JOB CONDITIONS

- A. Mockups: Apply mockup of paint system indicated to show match to existing color and gloss and set quality standards for materials and execution.
 1. Final approval of color selections will be based on mockups.
- B. Apply paints only when temperature of surfaces to be painted and ambient air

C. Do not apply paints in snow, rain, fog or mist, when relative humidity exceeds 85 percent, at temperatures less than 5 deg F above the dew point, or to damp or wet surfaces.

PART 2 - PRODUCTS

1.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products indicated.
 - 1. Benjamin Moore

1.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- B. Colors: Match existing color. (BM China White OC-141)
- C. Paints and Finishes: Ready mixed, unless required to be a field-catalyzed paint.
 - 1. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect/Engineer of Record from the manufacturer's full line.

1.3 PAINT SYSTEMS

- A. Stucco Substrates:
 - 1. Acrylic Paints:
 - a. BM: Ultra Spec Masonry Elastomeric Waterproof Coating

1.4 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 - EXECUTION

1.1 EXAMINATION

- A. Prepare substrates for painting by scraping and sanding existing paint surface to remove loose and flaking paint to provide sound substrate. Sand sufficiently to smooth edges such that ridges do not telegraph through paint.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Proceed with paint application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

1.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Clean surfaces thoroughly and correct defects prior to application.
- C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

1.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
- B. Prime and apply one intermediate coat of paint to all exposed surfaces. Apply finish coat to all exposed surfaces.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

1.4 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

- B. Follow all laws and regulations governing lead-based paint removal and clean up as required for areas testing positive for lead.
- C. Daily Cleanup: At the end of each work day, remove empty cans, rags, cleaning pads, rubbish, and other discarded paint materials from the site.
- D. After completing painting, clean paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces or to generate dust.
- E. Final Cleanup: After completing painting, area shall be thoroughly cleaned to remove all dust and spattered paint and patching materials. All surfaces shall be washed clean to remove all dust and dirt, including dust and dirt that existed prior to painting.
- 1.5 PROTECTION
 - A. Protect finishes until completion of project.
 - B. Touch-up damaged finishes after Preliminary Acceptance.

END OF SECTION

Route: Lake Road Section 12-00094-00-BR County: Lake Contract No. 61K52

AVAILABLE REPORTS (D1 LR)

Effective: July 1, 2021

□ No project specific reports were prepared.

When applicable, the following checked reports and record information is available for Bidders' reference upon request:

- \Box Record structural plans.
- □ Preliminary Site Investigation (PSI) (IDOT ROW)
- □ Preliminary Site Investigation (PSI) (Local ROW)
- □ Preliminary Environmental Site Assessment (PESA) (IDOT ROW)
- Preliminary Environmental Site Assessment (PESA) (Local ROW)
- Soils/Geotechnical Report
- □ Boring Logs
- Pavement Cores
- □ Location Drainage Study (LDS)
- Hydraulic Report
- □ Noise Analysis
- Other:_____

Those seeking these reports should request access from:

Jake Nardulli, PE, RSP1 Lochner 225 W. Washington Street, 12th Floor 312.372.3011 jnardulli@hwlochner.com Hours 9:00 AM to 6:00 PM, Monday - Friday

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION

Effective: August 1, 2012 Revised: February 2, 2017

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

IDOT funds, and various Illinois community colleges operate, pre-apprenticeship training programs throughout the State to provide training and skill-improvement opportunities to promote the increased employment of minority groups, disadvantaged persons and women in all aspects of the highway construction industry. The intent of this IDOT Pre-Apprenticeship Training Program Graduate (TPG) special provision (Special Provision) is to place these certified program graduates on the project site for this Contract in order to provide the graduates with meaningful on-the-job training. Pursuant to this Special Provision, the Contractor must make every reasonable effort to recruit and employ certified TPG trainees to the extent such individuals are available within a practicable distance of the project site.

Specifically, participation of the Contractor or its subcontractor in the Program entitles the participant to reimbursement for graduates' hourly wages at \$15.00 per hour per utilized TPG trainee, subject to the terms of this Special Provision. Reimbursement payment will be made even though the Contractor or subcontractor may also receive additional training program funds from other non-IDOT sources for other non-TPG trainees on the Contract, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving reimbursement from another entity through another program, such as IDOT through the TPG program. With regard to any IDOT funded construction training program other than TPG, however, additional reimbursement for other IDOT programs will not be made beyond the TPG Program described in this Special Provision when the TPG Program is utilized.

No payment will be made to the Contractor if the Contractor or subcontractor fails to provide the required on-site training to TPG trainees, as solely determined by IDOT. A TPG trainee must begin training on the project as soon as the start of work that utilizes the relevant trade skill and the TPG trainee must remain on the project site through completion of the Contract, so long as training opportunities continue to exist in the relevant work classification. Should a TPG trainee's employment end in advance of the completion of the Contract, the Contractor must promptly notify the IDOT District EEO Officer for the Contract that the TPG's involvement in the Contract has ended. The Contractor must supply a written report for the reason the TPG trainee involvement terminated, the hours completed by the TPG trainee on the Contract, and the number of hours for which the incentive payment provided under this Special Provision will be, or has been claimed for the separated TPG trainee.

Finally, the Contractor must maintain all records it creates as a result of participation in the Program on the Contract, and furnish periodic written reports to the IDOT District EEO Officer that document its contractual performance under and compliance with this Special Provision. Finally, through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived, the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

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

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule

of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is <u>3</u>.

The Department has contracted with several educational institutions to provide screening, tutoring and pre-training to individuals interested in working as a TPG trainee in various areas of common construction trade work. Only individuals who have successfully completed a Pre-Apprenticeship Training Program at these IDOT approved institutions are eligible to be TPG trainees. To obtain a list of institutions that can connect the Contractor with eligible TPG trainees, the Contractor may contact: HCCTP TPG Program Coordinator, Office of Business and Workforce Diversity (IDOT OBWD), Room 319, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, Illinois 62764. Prior to commencing construction with the utilization of a TPG trainee, the Contractor must submit documentation to the IDOT District EEO Officer for the Contract that provides the names and contact information of the TPG trainee(s) to be trained in each selected work classification, proof that that the TPG trainee(s) has successfully completed a Pre-Apprenticeship Training Program, proof that the TPG is in an Apprenticeship Training Program approved by the U.S. Department of Labor Bureau of Apprenticeship Training, and the start date for training in each of the applicable work classifications.

To receive payment, the Contractor must provide training opportunities aimed at developing a full journeyworker in the type of trade or job classification involved. During the course of performance of the Contract, the Contractor may seek approval from the IDOT District EEO Officer to employ additional eligible TPG trainees. In the event the Contractor subcontracts a portion of the contracted work, it must determine how many, if any, of the TPGs will be trained by the subcontractor. Though a subcontractor may conduct training, the Contractor retains the responsibility for meeting all requirements imposed by this Special Provision. The Contracted work performed by a TPG trainee will be passed on to a subcontractor.

Training through the Program is intended to move TPGs toward journeyman status, which is the primary objective of this Special Provision. Accordingly, the Contractor must make every effort to enroll TPG trainees by recruitment through the Program participant educational institutions to the extent eligible TPGs are available within a reasonable geographic area of the project. The Contractor is responsible for demonstrating, through documentation, the recruitment efforts it has undertaken prior to the determination by IDOT whether the Contractor is in compliance with this Special Provision, and therefore, entitled to the Training Program Graduate reimbursement of \$15.00 per hour.

Notwithstanding the on-the-job training requirement of this TPG Special Provision, some minimal off-site training is permissible as long as the offsite training is an integral part of the work of the contract, and does not compromise or conflict with the required on-site training that is central to the purpose of the Program. No individual may be employed as a TPG trainee in any work classification in which he/she has previously successfully completed a training program leading to journeyman status in any trade, or in which he/she has worked at a journeyman level or higher.

LR107-4 Page 1 of 1

State of Illinois Department of Transportation Bureau of Local Roads and Streets

SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007 Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

City of Lake Forest

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

LR1030-2

State of Illinois DEPARTMENT OF TRANSPORTATION Bureau of Local Roads & Streets SPECIAL PROVISION FOR LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

"1030.06 Quality Management Program. The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following."

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

"(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document "Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations" at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time."

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

"(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

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	Density Verification Method
	Cores
	Nuclear Density Gauge (Correlated when paving ≥ 3,000 tons per mixture)

Density verification test locations will be determined according to the document "Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations". The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day's paving will be less than the prescribed density testing interval, the length of the day's paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."



COUNTYWIDE PERMIT NUMBER 1

AUTHORIZING CONSTRUCTION OF PUBLIC ROAD AND OTHER SPECIFIED DEVELOPMENT WITHIN PUBLIC ROAD RIGHTS OF WAY Revised July 27, 2021

I. INTRODUCTION

This document is created under the authorities granted to the Lake County Stormwater Management Commission (LCSMC) with respect to the Lake County Watershed Development Ordinance (WDO) and delegated to LCSMC by the Illinois Department of Natural Resources, Office of Water Resources (IDNR/OWR). This permit is intended to apply to all development under LCSMC authority specified herein within Lake County Division of Transportation, Municipal, Township and State road rights-of-way in Lake County. (Hereinafter referred to as ROAD AUTHORITY).

This Countywide Permit #1 embodies the specified standards and general conditions of IDNR/OWR applicable Statewide and Regional Permits. Additional criteria, general conditions, and covered activities unique to public road development have been added to meet the performance standards and intended development purview of the WDO. Upon the effective date of this countywide permit, it will not be necessary to submit applications to, or obtain permits from, the LCSMC for individual development which meet the specified standards and general conditions in this permit and have been reviewed and certified under the authority of the ROAD AUTHORITY.

Specified development covered under this permit may not be combined with other development that by itself or in combination with that activity would create a need for an individual permit. Development not specified in or exceeding the thresholds in this countywide permit will require an individual permit. LCSMC will retain enforcement authority over development covered under this countywide permit.

II. APPLICABILITY

Except as noted, this countywide permit applies to construction of specified development within Lake County ROAD AUTHORITY areas as a whole, including *flood-prone* areas, regulatory floodplains and floodways as defined by the IDNR/OWR pursuant to 17 Illinois Administrative Code, Parts 3708. This permit is not valid within Public Bodies of Water or in a High Quality Aquatic Resource (HQAR) area as defined in the WDO. This permit is applicable within non-HQAR Isolated Waters of Lake County when the wetland impact is less than *1,000* square feet and/or in Waters of the United States when a U.S. Army Corps of Engineers permit has been obtained. HQAR assessment (WDO Appendix L) and wetland impact area determination shall be performed and documented by a Lake County Certified Wetland Specialist.

III. SOIL EROSION AND SEDIMENT CONTROL STANDARDS

To be authorized by this permit, the soil erosion and sediment control standards for all specified development shall meet the following criteria:

- (1) Soil disturbance shall be conducted in such a manner as to minimize erosion. Soil stabilization measures shall consider the time of year, site conditions and the use of temporary or permanent measures.
- (2) Properties and channels located downstream from development sites shall be protected from erosion and sedimentation. At points where concentrated flow leaves a site, stable downstream facilities are required.
- (3) Soil erosion and sediment control features shall be constructed prior to the commencement of hydrologic disturbance.
- (4) Temporary soil stabilization shall be applied to disturbed areas within seven (7) calendar days of the end of active hydrologic disturbance. Permanent stabilization shall be done within seven (7) days of completion of final grading of the soil. Permanent soil stabilization measures shall be applied to channels (including bed and banks) within seven (7) calendar days of the end of primary disturbance of the channel. Permanent or temporary vegetation shall not be considered established until sufficient ground cover is mature enough to control erosion.
- (5) Disturbed areas draining less than one (1) acre shall be protected by a filter barrier (including filter fences or equivalent control measures) for all areas where off-site runoff will occur. Vegetated filter strips, with a minimum width of twenty-five (25) feet, may be used as an alternative only where runoff in sheet flow is expected.

Disturbed areas draining more than one (1) but fewer than five (5) acres shall be protected by a sediment trap or equivalent control measure at a point downslope of the disturbed area.

Disturbed areas draining more than five (5) acres shall be protected by a sediment basin or equivalent control measure at a point downslope of the disturbed area.

- (6) All storm sewer facilities that are or will be functioning during construction shall be protected, filtered, or otherwise treated to remove sediment.
- (7) If dewatering services are used, adjacent properties and discharge locations shall be appropriately protected from erosion and sedimentation. Discharges shall be routed through an approved anionic polymer dewatering system or a similar measure as approved by the Enforcement Officer. (e.g., sediment trap, sediment basin or other appropriate measure). The Enforcement Officer, or approved representative, must be present at the commencement of dewatering activities. If installed erosion and sediment control measures do not minimize sediment leaving the development site, addition measures such as anionic polymers or filtration systems may be required by the Enforcement Officer.
- (8) All temporary erosion and sediment control measures shall be removed within thirty (30) days after final site stabilization is achieved or after the temporary measures are no longer needed. Trapped sediment and other disturbed soil areas shall be permanently stabilized.
- (9) A stabilized mat of aggregate underlain with filter cloth (or other appropriate measure) shall be located at any point where traffic will be entering or leaving a development site to or from a public right-of-way, street, alley or parking area. Any sediment or soil reaching an improved public right-of-way, street, alley or parking area shall be removed

by scraping or street cleaning as accumulations warrant and transported to a controlled sediment disposal area.

- (10) The erosion control plan incorporating the above criteria shall be kept at the development site.
- (11) Development sites with disturbed areas greater than one (1) acre shall also be subject to meeting the Illinois Environmental Protection Agency, National Pollutant Discharge Elimination System program requirements.
- (12) Areas or embankments having slopes greater than or equal to 3H:1V shall be stabilized with staked in place sod, mat or blanket in combination with seeding, or appropriate measures as approved by the Enforcement Officer.

IV. SPECIFIED DEVELOPMENT

A. Underground and Overhead Utilities

To be authorized by this permit, underground and overhead utilities shall meet the following criteria:

- The construction of the utility shall not result in any increase in existing ground elevations.
- (2) The construction of the utility shall not involve the placement of above ground structures below the base flood elevation or within the floodway boundaries other than support poles or towers with singular posts for overhead utilities.
- (3) In the case of underground directionally bored or jacked channel crossings, the top of the pipe or encasement shall be a minimum of three (3) feet below the existing ground surface (or a minimum of five (5) feet below the channel thalweg) within the area inundated by the base flood or wetland boundary, whichever is greater.
- (4) In the case of overhead utilities, supporting towers are not to be placed in the channel and shall be designed not to catch debris.
- (5) Disturbance of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. Refer to Section III. of this permit for soil erosion and sediment control standards performance standards.
- (6) A utility crossing carrying material that, may cause water pollution as defined by the Illinois Environmental Protection Act (415 ILCS 5), shall be provided with shut-off valves on each side of the body of water to be crossed and shall be encased.
- (7) If blasting is to be utilized in the construction of the crossing, the permittee shall notify the Illinois Department of Natural Resources, Office of Resource Conservation at least ten (10) days prior to the blasting date to allow monitoring of any related fish kills.
- (8) Overhead utilities shall be constructed above the known or estimated base flood elevation or attached to an existing bridge. If attached to an existing bridge, the utility shall be constructed above the low chord elevation and shall not obstruct any opening that could be accessed by flood flows below the base flood elevation.
- (9) All Illinois Commerce Commission, National Electrical Safety Code, and federal requirements for clearance shall be met.
- (10) All drain (field) tiles encountered shall be properly reconnected so they remain functional. It is recommended that the ROAD AUTHORITY retain a maintenance surety for a minimum of two years to ensure drain (field) tile functionality.

B. Storm Sewer Outfalls and Outlet Channels

To be authorized by this permit, storm sewer outfalls and outlet channels shall meet the following criteria:

- (1) The outfall shall not project riverward or lakeward of the existing adjacent natural bank slope or bulkhead.
- (2) Construction of outfalls and outlet channels shall not result in an increase in ground elevation (no fill) in a floodprone area greater than 100 acres of tributary area, regulatory floodplain or floodway.
- (3) The outfall or outlet channel shall not cause or be a source of stream erosion at the discharge location. Refer to Section III. of this permit for soil erosion and sediment control standards.
- (4) The velocity of the discharge shall not exceed the scour velocity of the channel soil, unless channel erosion would be prevented by the use of riprap or other design measures.
- (5) Outlets from drainage ditches shall not be opened to a stream until the ditch is vegetated or otherwise stabilized to minimize stream sedimentation.
- (6) The outlet jet shall not be a hazard to navigation.
- (7) The outlet discharge capacity shall not exceed 10% of the base flood flow in the receiving channel.
- (8) Bank erosion shall be prevented by aprons, energy dissipaters or drop structures as necessary.
- (9) Disturbance of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. Refer to Section III. of this permit for soil erosion and sediment control standards.

C. Sidewalks and Trails

To be authorized by this permit, sidewalks and trails shall meet the following criteria:

- (1) No fill shall be placed below the base flood elevation within floodprone areas having greater than 100 acres of tributary area.
- (2) No fencing shall be placed within the regulatory floodway or overland flow paths as part of the project.
- (3) Sidewalks and trails shall be built at or below existing ground surface when constructing below the base flood elevation within tributary areas greater than 100 acres.
- (4) Disturbance of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. Refer to Section III. of this permit for soil erosion and sediment control standards.
- (5) No sidewalks or equipment shall project riverward or lakeward of the bank or shore.
- (6) The impervious area created shall be less than 1.5 acres/mile for this work alone or in any combination with other proposed construction.
- (7) No new floodprone area crossings may be constructed in floodprone areas with equal to or greater than 20 acres of tributary area.

U/Regulatory Program)Countywide Permits/COUNTY #1)COUNTY#1 09-02-2021.doc

D. Shoreline and Streambank Protection

To be authorized by this permit, construction of shoreline and streambank protection shall meet the following criteria:

- (1) Vegetative streambank and shoreline protection is strongly encouraged. Where vegetative protection cannot be used, materials specifically designed for bank erosion protection shall be used. No construction debris or other materials not designed for this application shall be used.
- (2) The length of any singular shoreline or streambank to be protected shall not exceed one hundred (100) feet.
- (3) All material utilized shall be properly sized or anchored to resist anticipated forces of current and wave action.
- (4) Materials shall be placed in a way, which would not cause erosion or the accumulation of debris on properties adjacent to or opposite the project.
- (5) Materials shall not be placed higher than the existing top of bank.
- (6) Materials shall be placed so that the modified cross-sectional area of the channel will conform to that of the natural channel upstream and downstream of the site.
- (7) In no location shall the cross-sectional area of the natural or original channel be reduced.
- (8) Disturbance of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. Refer to Section III. of this permit for soil erosion and sediment control standards.
- (9) In the case of seawalls and gabion structures on lakes the structure shall be constructed at or landward of the water line as determined by the normal pool elevation. Compensatory storage shall be provided, per the WDO for all fill placed below the base flood elevation and above normal pool elevation.
- (10) This countywide permit does not authorize fillings for the purpose of increasing the developable area of the floodplain.

E. Signposts, Fencing and Guardrails

To be authorized by this permit, signposts and guardrails shall meet the following criteria:

- (1) No fill except posts and supports may be placed below the base flood elevation when the tributary area is greater than 100 acres as part of the project.
- (2) No fencing may be placed below the base flood elevation of an overland flow path or a floodprone area.

F. <u>Removal of Obstructions and Dredging</u>

To be authorized by this permit, removal of obstructions and dredging shall meet the following criteria:

(1) Disturbance of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. Refer to Section III. of this permit for soil erosion and sediment control standards.

- (2) Stockpiled materials resulting from the dredging operations shall be protected from soil erosion according to the performance standards of Section III. of this permit.
- (3) Dredging shall not include the construction of any new channel or culvert; all work shall be confined to the existing channel or culvert for the purpose of reestablishing normal flows.
- (4) Dredged material shall not be disposed of in a wetland or water body and shall not be placed below the base flood elevation.
- (5) Obstructions removed from the channel or culvert shall not be placed below the base flood elevation.

G. Rehabilitative Maintenance of Roadways, Culverts, Storm Sewers, and Bridges

To be authorized by this permit, rehabilitative maintenance of roadways, culverts, storm sewers and bridges shall meet the following criteria:

- (1) Disturbance of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. Refer to Section III. of this permit for soil erosion and sediment control standards.
- (2) Resurfacing, rehabilitative and routine maintenance of a roadway shall not increase the number of the traffic lanes or increase the roadway elevation within a floodprone area that has greater than 20 acres of tributary area.
- (3) In-kind bridge deck replacement shall not change the road grade below the base flood elevation or modify the wingwall, pier or abutment configuration within floodprone areas having greater than 100 acres of tributary area.
- (4) Culvert, storm sewer or bridge replacement shall have a hydraulically equivalent cross sectional area, shape and slope except as noted below in G.(6). Reach length increase for culverts of up to 50% are permissible provided the culvert has equivalent conveyance capacity. Calculation of reach length shall include addition of end sections if applicable. This standard applies to all in-kind replacements of flow structures having greater than or equal to 20 acres of tributary area except within Regulatory Floodways. An individual permit is required for this activity within Regulatory Floodways.
- (5) Fill of less than 100 cubic yards below the base flood elevation associated with culvert or bridge replacements shall be allowed, provided the fill volume is compensated for, per the WDO. This standard applies to flood-prone areas with greater than 100 acres tributary area.
- (6) Culverts and storm sewers may be increased in size to provide a higher level of inundation protection to the roadway and adjoining properties. A written determination of <u>adequate downstream stormwater capacity</u> as defined in the WDO shall be submitted to LCSMC a minimum of 30 calendar days prior to start of construction. Addendum A, "Downstream Capacity Checklist", to this permit shall be submitted to LCSMC, for each culvert or storm sewer outlet modified, to fulfill this requirement. This standard applies to floodprone areas having up to 100 acres of tributary area. Culvert and storm sewer capacity changes for areas with greater than 100 acres of tributary area shall require an individual review or permit from LCSMC.

V. GENERAL CONDITIONS

- A. This permit is granted in accordance with an act entitled, "AN ACT in relation to the regulation of rivers, lakes and streams of the State of Illinois," approved June 10, 1911, as amended (615 ILCS 5.) and the Lake County Watershed Development Ordinance.
- B. This permit does not convey title to ROAD AUTHORITY or recognize title of ROAD AUTHORITY to any property, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the project or any part thereof will be located, or otherwise grant to ROAD AUTHORITY any right or interest in or to the property whether the property is owned or possessed by the State of Illinois or by a private or public party or parties.
- C. This permit does not release any permitee from liability for damage to persons or property resulting from any activity covered by this permit, and does not authorize any injury to private property or invasion of private rights.
- D. This permit does not relieve the permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if the permittee is required to obtain approval from any federal or other state agency to do the work, authorization granted by this permit is not effective until the federal, state and local approvals are obtained and copies of such approvals are provided to LCSMC, upon request, as evidence of compliance.
- E. In issuing this permit, LCSMC does not approve the adequacy of the design or structural strength of the structure or improvement authorized by this permit.
- F. This Countywide Permit shall remain in effect until such time as it is modified, suspended, or revoked by LCSMC.

VI. EFFECTIVE DATE

This permit is effective on the date signed below.

Date: September 2, 2021

Brian Frank, Chief Engineer Lake County Stormwater Management Commission

AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012 Revised: April 1, 2022

Add the following Section to the Standard Specifications:

"SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

303.01 Description. This work shall consist of constructing an aggregate subgrade improvement (ASI).

303.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	
(b) Reclaimed Asphalt Pavement (RAP)	

303.03 Equipment. The vibratory roller shall be according to Article 1101.01, or as approved by the Engineer. Vibratory machines, such as tampers, shall be used in areas where rollers do not fit.

303.04 Soil Preparation. The minimum immediate bearing value (IBV) of the soil below the improved subgrade shall be according to the Department's "Subgrade Stability Manual" for the aggregate thickness specified.

303.05 Placing and Compacting. The maximum nominal lift thickness of aggregate gradations CA 2, CA 6, and CA 10 when compacted shall be 9 in. (225 mm). The maximum nominal lift thickness of aggregate gradations CS 1, CS 2, and RR 1 when compacted shall be 24 in. (600 mm).

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction. Capping aggregate will not be required when aggregate subgrade improvement is used as a cubic yard pay item for undercut applications.

Each lift of aggregate shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

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

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

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

Add the following to Section 1004 of the Standard Specifications:

"**1004.07 Coarse Aggregate for Aggregate Subgrade Improvement (ASI).** The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
- (c) Gradation.
 - (1) The coarse aggregate gradation for total ASI thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 1.

The coarse aggregate gradation for total ASI thickness greater than 12 in. (300 mm) shall be CS 1 or CS 2 as shown below or RR 1 according to Article 1005.01(c).

	COARSE AGGREGATE SUBGRADE GRADATIONS				
Grad No.	Sieve Size and Percent Passing				
Glau NO.	8"	6"	4"	2"	#4
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
Grad No.	Sieve Size and Percent Passing				
Glau NO.	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

(2) Capping aggregate shall be gradation CA 6 or CA 10."

Add the following to Article 1031.09 of the Standard Specifications:

"(b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Articles 1031.01(a), 1031.02(a), 1031.06(a)(1), and 1031.06(a)(2), and the following.

- (1) The testing requirements of Article 1031.03 shall not apply.
- (2) Crushed RAP used for the lower lift may be mechanically blended with aggregate gradations CS 1, CS 2, and RR 1 but it shall be no greater than 40 percent of the total product volume. RAP agglomerations shall be no greater than 4 in. (100 mm).
- (3) For capping aggregate, well graded RAP having 100 percent passing the 1 1/2 in. (38 mm) sieve may be used when aggregate gradations CS 1, CS 2, CA 2, or RR 1 are used in the lower lift. FRAP will not be permitted as capping material.

Blending shall be through calibrated interlocked feeders or a calibrated blending plant such that the prescribed blending percentage is maintained throughout the blending process. The calibration shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered."

CEMENT, TYPE IL (BDE)

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

Revise Note 2 of Article 352.02 of the Standard Specifications to read:

"Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used."

Revise Note 1 of Article 404.02 of the Standard Specifications to read:

"Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement."

Revise Article 1019.02(a) of the Standard Specifications to read:

"(a) Cement, Type I or IL1001"

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017 Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

- "(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.
 - (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
 - (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
 - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

Revise Article 107.40(c) of the Standard Specifications to read:

- "(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.
 - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

(2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

(3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

- "(b) No working day will be charged under the following conditions.
 - (1) When adverse weather prevents work on the controlling item.
 - (2) When job conditions due to recent weather prevent work on the controlling item.
 - (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
 - (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
 - (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
 - (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited."

Add the following to Section 109 of the Standard Specifications.

"**109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents,
Over \$30,000,000	One Engineer, and One Clerk

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

CONCRETE SEALER (BDE)

Effective: November 1, 2023

Replace Section 1026 of the Standard Specifications with the following:

"SECTION 1026. CONCRETE SEALER

1026.01 General. Sealer types shall be according to the listing in AASHTO M 224. All concrete sealer types shall meet the sealer requirements of AASHTO M 224 when tested in accordance with AASHTO T 384. The sealer shall be listed on the Department's qualified product list.

The sealer shall have a clear or amber color when dry.

The Department will perform the sealer characterization properties of ATR-FTIR spectra, total solids, and specific gravity in accordance with AASHTO M 224."

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

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

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: March 2, 2019

<u>FEDERAL OBLIGATION</u>. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

<u>STATE OBLIGATION</u>. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

<u>CONTRACTOR ASSURANCE</u>. The Contractor makes the following assurance and agrees to include the assurance in each subcontract 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, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted

contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 20% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprisecertification/il-ucp-directory/index.

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

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract. The required forms and documentation must be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

The Department will not accept a Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate and adequately document enough DBE participation has been obtained or document the 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 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. This means 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 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 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. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (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 the 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 it is otherwise eligible for award. If the Department determines 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 will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.

(c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "DOT.DBE.UP@illinois.gov" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation 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 reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person 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 reconsideration, 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 Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owneroperator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

<u>CONTRACT COMPLIANCE</u>. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall be come the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment 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 emailed to the Department at <u>DOT.DBE.UP@illinois.gov</u>.
- (b) <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 or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) <u>SUBCONTRACT</u>. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (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) 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) The DBE is aware 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) 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) <u>TERMINATION AND REPLACEMENT PROCEDURES</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 this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, 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 Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the 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 1200 or applicable state law.

- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor 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 subcontractor 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 Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the 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. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) <u>FINAL PAYMENT</u>. 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 30 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 Resident 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 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 DBE 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 may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

GRADING AND SHAPING DITCHES (BDE)

Effective: January 1, 2023

Delete the second paragraph of Article 214.03 of the Standard Specifications.

Delete the second paragraph of Article 214.04 of the Standard Specifications.

HOT-MIX ASPHALT (BDE)

Effective: January 1, 2024

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

"When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be based on the running average of four available Department test results for that project. If less than four G_{mm} test results are available, an average of all available Department test results for that project will be used. The initial G_{mm} will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project. If there is no available Department test result from a QMP project. If there is no available Department test result from a QMP project. If there is no available Department test result from a QMP project.

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

"When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be the Department mix design verification test result."

Revise the tenth paragraph of Article 1030.10 of the Standard Specifications to read:

"Production is not required to stop after a test strip has been constructed."

HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT (BDE)

Effective: November 1, 2022 Revised: August 1, 2023

Add the following after the second sentence in the eighth paragraph of Article 406.06(h)(2) of the Standard Specifications:

"If rain is forecasted and traffic is to be on the LJS or if pickup/tracking of the LJS material is likely, the LJS shall be covered immediately following its application with FA 20 fine aggregate mechanically spread uniformly at a rate of 1.5 ± 0.5 lb/sq yd (0.75 ± 0.25 kg/sq m). Fine aggregate landing outside of the LJS shall be removed prior to application of tack coat."

Add the following after the first sentence in the ninth paragraph of Article 406.06(h)(2) of the Standard Specifications:

"LJS half-width shall be applied at a width of 9 ± 1 in. (225 \pm 25 mm) in the immediate lane to be placed with the outside edge flush with the joint of the next HMA lift. The vertical face of any longitudinal joint remaining in place shall also be coated."

Add the following after the eleventh paragraph of Article 406.06(h)(2) of the Standard Specifications:

"LJS Half-Width Application Rate, lb/ft (kg/m) 1/			
Lift Thickness, in. (mm)	Coarse Graded Mixture (IL-19.0, IL-19.0L, IL-9.5, IL-9.5L, IL-4.75)	Fine Graded Mixture (IL-9.5FG)	SMA Mixture (SMA-9.5, SMA-12.5)
³ ⁄ ₄ (19)	0.44 (0.66)		
1 (25)	0.58 (0.86)		
1 ¼ (32)	0.66 (0.98)	0.44 (0.66)	
1 ½ (38)	0.74 (1.10)	0.48 (0.71)	0.63 (0.94)
1 ¾ (44)	0.82 (1.22)	0.52 (0.77)	0.69 (1.03)
2 (50)	0.90 (1.34)	0.56 (0.83)	0.76 (1.13)
≥ 2 ¼ (60)	0.98 (1.46)		

1/ The application rate includes a surface demand for liquid. The thickness of the LJS may taper from the center of the application to a lesser thickness on the edge of the application, provided the correct width and application rate are maintained."

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

"Aggregate for covering tack, LJS, or FLS will not be measured for payment."

Add the following to the end of the second paragraph of Article 406.14 of the Standard Specifications:

"Longitudinal joint sealant (LJS) half-width will be paid for at the contract unit price per foot (meter) for LONGITUDINAL JOINT SEALANT, HALF-WIDTH."

PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

"1032.05 Performance Graded Asphalt Binder. These materials will be accepted according to the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure." The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

(a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, ΔTc, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

(b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure."

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

(1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrenebutadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS) Modified Asphalt Binders			
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28	
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.	
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)			
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.	

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Binders		
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
Toughness ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), inlbs (N-m)	110 (12.5) min.	110 (12.5) min.
Tenacity ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), inlbs (N-m)	75 (8.5) min.	75 (8.5) min.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.

(2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 "Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates" or AASHTO PP 74 "Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method", a 50 g sample of the GTR shall conform to the following gradation requirements.

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

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR) Modified Asphalt Binders			
Test Asphalt Grade Asphalt Grade GTR PG 64-28 GTR PG 76-22 GTR PG 70-22 GTR PG 76-28 GTR PG 70-28			
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)			
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.	

(3) Softener Modification (SM). Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: *.SPA, *.SPG, *.IRD, *.IFG, *.CSV, *.SP, *.IRS, *.GAML, *.[0-9], *.IGM, *.ABS, *.DRT, *.SBM, *.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Table 4 - Requirements for Softener Modified Asphalt Binders		
	Asphalt Grade	
	SM PG 46-28 SM PG 46-34	
Test	SM PG 52-28 SM PG 52-34	
	SM PG 58-22 SM PG 58-28	
	SM PG 64-22	
Small Strain Parameter (AASHTO PP 113)	-5°C min.	
BBR, ΔTc, 40 hrs PAV (40 hrs		
continuous or 2 PAV at 20 hrs)		
Large Strain Parameter (Illinois Modified		
AASHTO T 391) DSR/LAS Fatigue	≥ 54 %	
Property, Δ G* peak τ, 40 hrs PAV		
(40 hrs continuous or 2 PAV at 20 hrs)		

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat"

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

"(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

HMA Mixtures - RAP/RAS Maximum ABR % ^{1/2/}			
Ndesign	Binder Surface		Polymer Modified Binder or Surface ^{3/}
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % 1/2/			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface ^{3/}
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA			25
IL-4.75			35

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes."

Add the following to the end of Note 2 of Article 1030.03 of the Standard Specifications.

"A dedicated storage tank for the ground tire rubber (GTR) modified asphalt binder shall be provided. This tank shall be capable of providing continuous mechanical mixing throughout and/or recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ± 0.40 percent."

PORTLAND CEMENT CONCRETE (BDE)

Effective: August 1, 2023

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

"The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures."

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024 Revised: April 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

"669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 "Regulated Substances Monitoring Daily Record (RSMDR)"."

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

"The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing."

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

"The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 III. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth."

Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

"669.07 Temporary Staging. Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or

odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option."

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

"The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOCS GROUNDWATER ANALYSIS using EPA Method 8260B, SVOCS GROUNDWATER ANALYSIS using EPA Method 8270C, or RCRA METALS GROUNDWATER ANALYSIS using EPA Methods 6010B and 7471A. This price shall include transporting the sample from the job site to the laboratory."

Revise the first sentence of the eight paragraph of Article 669.11 of the Standard Specifications to read:

"Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04."

SEEDING (BDE)

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

"**250.07** Seeding Mixtures. The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. Seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

		TABLE 1 - SEEDING MIXTURES	
Class	- Туре	Seeds	lb/acre (kg/hectare
1	Lawn Mixture 1/	Kentucky Bluegrass Perennial Ryegrass <i>Festuca rubra</i> ssp. r <i>ubra</i> (Creeping Red Fescue)	100 (110) 60 (70) 40 (50)
1A	Salt Tolerant Lawn Mixture 1/	Kentucky Bluegrass Perennial Ryegrass <i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue) <i>Festuca brevipilla</i> (Hard Fescue) <i>Puccinellia distans</i> (Fults Saltgrass or Salty Alkaligrass)	60 (70) 20 (20) 20 (20) 20 (20) 20 (20) 60 (70)
1B	Low Maintenance Lawn Mixture 1/	Turf-Type Fine Fescue 3/ Perennial Ryegrass Red Top <i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	150 (170) 20 (20) 10 (10) 20 (20)
2	Roadside Mixture 1/	<i>Lolium arundinaceum</i> (Tall Fescue) Perennial Ryegrass <i>Festuca rubra</i> ssp. r <i>ubra</i> (Creeping Red Fescue) Red Top	100 (110) 50 (55) 40 (50) 10 (10)
2A	Salt Tolerant Roadside Mixture 1/	Lolium arundinaceum (Tall Fescue) Perennial Ryegrass Festuca rubra ssp. rubra (Creeping Red Fescue) Festuca brevipila (Hard Fescue) Puccinellia distans (Fults Saltgrass or Salty Alkaligrass)	60 (70) 20 (20) 30 (20) 30 (20) 60 (70)
3	Northern Illinois Slope Mixture 1/	Elymus canadensis (Canada Wild Rye) 5/ Perennial Ryegrass Alsike Clover 4/ Desmanthus illinoensis (Illinois Bundleflower) 4/ 5/ Schizachyrium scoparium (Little Bluestem) 5/ Bouteloua curtipendula (Side-Oats Grama) 5/	5 (5) 20 (20) 5 (5) 2 (2) 12 (12) 10 (10)
		<i>Puccinellia distans</i> (Fults Saltgrass or Salty Alkaligrass) Oats, Spring Slender Wheat Grass 5/ Buffalo Grass 5/ 7/	30 (35) 50 (55) 15 (15) 5 (5)
3A	Southern Illinois Slope Mixture 1/	Perennial Ryegrass <i>Elymus canadensis</i> (Canada Wild Rye) 5/ <i>Banjaya yirgatya</i> (Switsharaaa) 5/	20 (20) 20 (20)
		Panicum virgatum (Switchgrass) 5/ Schizachyrium scoparium (Little Blue Stem) 5/ Bouteloua curtipendula	10 (10) 12 (12) 10 (10)
		(Side-Oats Grama) 5/ <i>Dalea candida</i> (White Prairie Clover) 4/ 5/	5 (5)
		<i>Rudbeckia hirta</i> (Black-Eyed Susan) 5/ Oats, Spring	5 (5) 50 (55)

Class	— Туре	Seeds	lb/acre (kg/hectare)
4	Native Grass 2/ 6/	Andropogon gerardi (Big Blue Stem) 5/	4 (4)
		Schizachyrium scoparium (Little Blue Stem) 5/	5 (5)
		<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	5 (5)
		<i>Elymus canadensis</i> (Canada Wild Rye) 5/	1 (1)
		Panicum virgatum (Switch Grass) 5/	1 (1)
		Sorghastrum nutans (Indian Grass) 5/	2 (2)
		Annual Ryegrass	25 (25)
		Oats, Spring	25 (25)
4.4		Perennial Ryegrass	15 (15)
4A	Low Profile Native Grass 2/ 6/	Schizachyrium scoparium (Little Blue Stem) 5/	5 (5)
		<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	5 (5)
		Elymus canadensis (Canada Wild Rye) 5/	1 (1)
		Sporobolus heterolepis (Prairie Dropseed) 5/	0.5 (0.5)
		Annual Ryegrass	25 (25)
		Oats, Spring	25 (25)
		Perennial Ryegrass	15 (15)
4B	Wetland Grass and	Annual Ryegrass	25 (25)
	Sedge Mixture 2/ 6/	Oats, Spring Wetland Grasses (species below) 5/	25 (25) 6 (6)
	<u>Species:</u>		<u>% By Weight</u>
	Calamagrostis canadensis (Blue Joint Grass)		12
	Carex lacustris (Lak	6	
	<i>Carex slipata</i> (Awl-F <i>Carex stricta</i> (Tusso	6 6	
	Carex vulpinoidea (I	6	
	Eleocharis acicularis	3	
	Eleocharis obtusa (E	3	
	<i>Glyceria striata</i> (For	14	
	Juncus effusus (Common Rush)		6
	Juncus tenuis (Slen	6	
	Juncus torreyi (Torrey's Rush)		6
	Leersia oryzoides (Rice Cut Grass)		10
	Scirpus acutus (Hard-Stemmed Bulrush)		3
	Scirpus atrovirens (Dark Green Rush)		3
	Bolboschoenus fluviatilis (River Bulrush)		3
	Schoenoplectus tabernaemontani (Softstem Bulrush)		3
	Spartina pectinata (Cord Grass)		4

Clas	s – Type	Seeds	lb/acre (kg/hectare)
5	Forb with	Annuals Mixture (Below)	1 (1)
	Annuals Mixture 2/ 5/ 6/	Forb Mixture (Below)	10 (10)
		not exceeding 25 % by weight of pecies, of the following:	
	Coreopsis lanceolata (S	and Coreonsis)	
	Leucanthemum maximu		
	Gaillardia pulchella (Blai		
	Ratibida columnifera (Pr		
	<i>Rudbeckia hirta</i> (Black-B		
		exceeding 5 % by weight PLS of	
	any one spec	sies, of the following:	
	Amorpha canescens (Le	ad Plant) 4/	
	Anemone cylindrica (Thi		
	Asclepias tuberosa (But		
	Aster azureus (Sky Blue		
	Symphyotrichum leave (
	Aster novae-angliae (Ne		
	Baptisia leucantha (Whit		
	<i>Coreopsis palmata</i> (Prai <i>Echinacea pallida</i> (Pale		
	Eryngium yuccifolium (R		
	Helianthus mollis (Down		
	Heliopsis helianthoides (
	Liatris aspera (Rough Bl		
	Liatris pycnostachya (Pr		
	Monarda fistulosa (Prair		
	Parthenium integrifolium		
	Dalea candida (White Pi		
	Dalea purpurea (Purple		
	Physostegia virginiana (
	Potentilla arguta (Prairie		
	Ratibida pinnata (Yellow		
	Rudbeckia subtomentos		
	Silphium laciniatum (Cor	npass Plant)	
	Silphium terebinthinace	um (Prairie Dock)	
	Oligoneuron rigidum (Rig		
	Tradescantia ohiensis (S	Spiderwort)	
	Veronicastrum virginicur	n (Culver's Root)	

Class -	– Туре	Seeds	lb/acre (kg/hectare)
5A	Large Flower Native Forb Mixture 2/ 5/ 6/	Forb Mixture (see below)	5 (5)
	<u>Species:</u>	<u>% By Weight</u>	
	Aster novae-angliae (New England Aster)	5
	Echinacea pallida (Pa	10	
	Helianthus mollis (Do	wny Sunflower)	10
	Heliopsis helianthoide	es (Ox-Eye)	10
	Liatris pycnostachya (10	
	Ratibida pinnata (Yell	5	
	Rudbeckia hirta (Blac		10
	Silphium laciniatum (C		10
	Silphium terebinthinad		20
	Oligoneuron rigidum (10
5B	Wetland Forb 2/ 5/ 6/	Forb Mixture (see below)	2 (2)
	Species:		<u>% By Weight</u>
	Acorus calamus (Swe		3
	Angelica atropurpurea		6
	Asclepias incarnata (S		2
	Aster puniceus (Purpl	10	
	Bidens cernua (Begga		7
	Eutrochium maculatum (Spotted Joe Pye Weed)		7 7
	Eupatorium perfoliatum (Boneset)		2
	Helenium autumnale (Autumn Sneeze Weed)		2
	Iris virginica shrevei (Blue Flag Iris) Labolia cardinalis (Cardinal Elever)		5
	<i>Lobelia cardinalis</i> (Cardinal Flower) <i>Lobelia siphilitica</i> (Great Blue Lobelia)		5
	Lythrum alatum (Winged Loosestrife)		2
	Physostegia virginiana (False Dragonhead)		5
	Persicaria pensylvanica (Pennsylvania Smartweed)		10
	Persicaria lapathifolia (Curlytop Knotweed)		10
	Pychanthemum virginianum (Mountain Mint)		5
	Rudbeckia laciniata (Cut-leaf Coneflower)		5
	Oligoneuron riddellii (Riddell Goldenrod)		2
	Sparganium eurycarp		5
6	Conservation	Schizachyrium scoparium	5 (5)
	Mixture 2/ 6/	(Little Blue Stem) 5/ <i>Elymus canadensis</i>	2 (2)
		(Canada Wild Rye) 5/	~ (~)
		Buffalo Grass 5/ 7/	5 (5)
		Vernal Alfalfa 4/	15 (15)
		Oats, Spring	48 (55)
6A	Salt Tolerant	Schizachyrium scoparium	5 (5)
	Conservation	(Little Blue Stem) 5/	
	Mixture 2/ 6/	Elymus canadensis	2 (2)
		(Canada Wild Rye) 5/	
		Buffalo Grass 5/ 7/	5 (5)
		Vernal Alfalfa 4/	15 (15)
		Oats, Spring	48 (55)
		Puccinellia distans (Fults Saltgrass or Salty Alkaligrass)	20 (20)
7	Temporary Turf	Perennial Ryegrass	50 (55)
	Cover Mixture	Oats, Spring	64 (70)

Notes:

- 1/ Seeding shall be performed when the ambient temperature has been between 45 °F (7 °C) and 80 °F (27 °C) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
- 2/ Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 °F (7 °C) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 °F (27 °C) according to the National Weather Service.
- 3/ Specific variety as shown in the plans or approved by the Engineer.
- 4/ Inoculation required.
- 5/ Pure Live Seed (PLS) shall be used.
- 6/ Fertilizer shall not be used.
- 7/ Seed shall be primed with KNO₃ to break dormancy and dyed to indicate such.

Seeding will be inspected after a period of establishment. The period of establishment shall be six (6) months minimum, but not to exceed nine (9) months. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department."

SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

"The final manufacturing process for construction materials and the immediately preceding manufacturing stage for construction materials shall occur within the United States. Construction materials shall include an article, material, or supply that is or consists primarily of the following.

- (a) Non-ferrous metals;
- (b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (c) Glass (including optic glass);
- (d) Lumber;
- (e) Drywall.

Items consisting of two or more of the listed construction materials that have been combined through a manufacturing process, and items including at least one of the listed materials combined with a material that is not listed through a manufacturing process shall be exempt."

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004 Revised: January 1, 2022

<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 with their bid whether or not this special provision will be part of the contract. 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, welded 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 have a contract value of \$10,000 or greater.

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply when the item is added as extra work and paid for at a lump sum price or by force account.

<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_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MPI_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

<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 = { $(MPI_L - MPI_M) \div MPI_L$ } × 100

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment	
Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	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
Welded 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)

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SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

"**109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.** The Contractor shall report all payments made to the following parties:

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor's submitted DBE utilization plan.

The report shall be made through the Department's on-line subcontractor payment reporting system within 21 days of making the payment."

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017 Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

"This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%"

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021 Revised: November 2, 2023

<u>FEDERAL AID CONTRACTS</u>. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

"STATEMENTS AND PAYROLLS

The payroll records shall include the worker's name, social security number, last known address, telephone number, email address, classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours actually worked in total, deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit certified payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers, last known addresses, telephone numbers, and email addresses shall not be included on weekly submittals. Instead, the payrolls need only include an identification number for each employee (e.g., the last four digits of the employee's social security number). The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at https://lcptracker.com/. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

<u>STATE CONTRACTS</u>. Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <u>https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx</u>. Payrolls shall be submitted in the format prescribed by the IDOL.

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at https://lcptracker.com/.

When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975 Revised: September 2, 2021

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 <u>3</u>. In the event the Contractor subcontracts a portion of the contract work, it 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 ensure 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 it employs 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 it 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 or she has successfully completed a training course leading to journeyman status or in which he or she 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 Employment Training Administration shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

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

For contracts with an awarded contract value of \$500,000 or more, the Contractor is required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules to the extent permitted by Section 20-20(g). For federally funded projects, the number of trainees to be trained under this contract, as stated in the Training Special Provisions, will be the established goal for the Illinois Works Apprenticeship Initiative 30 ILCS 559/20-20(g). The Contractor shall make a good faith effort to meet this goal. For federally funded projects, the Illinois Works Apprenticeship Initiative will be implemented using the FHWA approved OJT procedures. The Contractor must comply with the recordkeeping and reporting obligations of the Illinois Works Apprenticeship Initiative for the life of the project, including the certification as to whether the trainee/apprentice labor hour goals were met.

<u>Method of Measurement</u>. 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.

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021 Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

"The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations."

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: November 1, 2021

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports1106.02"

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

"For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer's specifications."

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

"**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device."

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

"**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019."

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

- "(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.
- (k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(I) Movable Traffic Barrier. The movable traffic barrier shall be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."

STRUCTURAL ASSESSMENT REPORTS FOR CONTRACTOR'S MEANS AND METHODS

Effective: March 6, 2009 Revised October 5, 2015

<u>Description.</u> This item shall consist of preparing and submitting, to the Engineer for approval, Structural Assessment Reports (SARs) for proposed work on structure(s) or portions thereof. Unless noted otherwise, a SAR shall be required when the Contractor's means and methods apply loads to the structure or change its structural behavior. A SAR shall be submitted and approved prior to beginning the work covered by that SAR. Separate portions of the work may be covered by separate SARs which may be submitted at different times or as dictated by the Contractor's schedule.

Existing Conditions. An Existing Structure Information Package (ESIP) will be provided by the Department to the Contractor upon request. This package will typically include existing or "As-Built" plans, and the latest National Bridge Inspection Standards (NBIS) inspection report. The availability of structural information from the Department is solely for the convenience and information of the Contractor and shall not relieve the Contractor of the duty to make, and the risk of making, examinations and investigations as required to assess conditions affecting the work. Any data furnished in the ESIP is for information only and does not constitute a part of the Contract. The Department makes no representation or warranty, express or implied, as to the information conveyed or as to any interpretations made from the data.

<u>Removal SARs.</u> A SAR for removal of existing structures, or portions thereof, shall demonstrate that the Contractor's proposed means and methods to accomplish the work do not compromise the structural adequacy of the bridge, or portions thereof that are to remain in service, at any time during the work activities being performed. Each phase of the operation shall be accounted for, as well as the existing condition of the structure.

<u>Construction SARs.</u> A SAR for new construction or for construction utilizing existing components shall demonstrate that the Contractor's proposed means and methods to accomplish the work do not compromise the structural adequacy of the bridge or portions thereof at any time during the work activities being performed. For construction activities applying less than 10 tons (9 metric tons) of total combined weight of equipment and stockpiled materials on the structure at any one time, a SAR submittal shall not be required provided the Contractor submits written verification to the Engineer stating the applied loads do not exceed this threshold. The verification shall be submitted prior to the structure. A SAR shall be submitted in all cases where the existing structure is posted for less than legal loads or the Contract plans indicate a live load restriction is in place.

Requirements

a) General. All work specified shall be performed according to the Contract plans, Special Provisions and/or Standard Specifications governing that work.

Submittals for falsework and forming for concrete construction shall be according to Articles 503.05 and 503.06 and does not require a SAR. Moving construction equipment across a structure, or portions thereof, open to traffic shall be addressed according to Article 107.16 and does not require a SAR. Operating equipment on an in-service structure and/or using a portion of an in-service structure as a work platform shall require a SAR and Article 107.16 shall not apply.

The Contractor may move vehicles across the existing bridge without a SAR after closure and prior to removal of any portion of the structure provided:

- The vehicles satisfy the requirements of Section 15-111 of the Illinois Vehicle Code (described in the IDOT document "Understanding the Illinois Size & Weight Laws") or of the Federal Highway Administration document "Bridge Formula Weights" (available at: http://www.ops.fhwa.dot.gov/freight/publications/brdg frm wghts/index.htm)
- The Contractor submits written verification to the Engineer stating the vehicles meet these requirements. The verification shall be submitted prior to allowing the vehicles on the structure.

This SAR exemption shall not relieve the Contractor from responsibility for the structure. This SAR exemption shall not be allowed where the existing structure is posted for less than legal loads or the Contract plans indicate a live load restriction is in place. No stockpiling of material is allowed under this exemption.

All SARs shall detail the procedures and sequencing necessary to complete the work in a safe and controlled manner. When appropriate, supporting design calculations shall be provided verifying the following:

- The effects of the applied loads do not exceed the capacity at Operating level for any portions of the structure being utilized in the demolition of the structure provided those portions are not to be reused.
- The effects of the applied loads do not exceed the capacity at Inventory level for new construction or for portions of the existing structure that are to be reused.
- The condition of the structure and/or members has been considered.

See AASHTO Manual for Bridge Evaluation for further information on determining the available capacities at the Operating and Inventory levels.

b) Confidential Documents. Due to the sensitivity of the inspection reports and bridge condition reports to bridge security, the following confidentiality statement applies to these reports:

"Reports used by the Contractor and the contents thereof are the property of the Department, and are subject to the control of the Department in accordance with State and Federal law. The distribution, dissemination, disclosure, duplication or release of these reports or the content thereof in any manner, form or format without the express permission of the keeper of this record is prohibited. The owner is the official keeper of these records, except for state owned bridges, where the official keeper of these records is the Regional Engineer." c) Submittals. The Contractor shall be pre-approved to prepare SAR(s) or shall retain the services of a pre-qualified engineering firm to provide these services. Pre-approval of the Contractor will be determined by the Illinois Department of Transportation and will allow SAR(s) preparation by the Contractor unless otherwise noted on the plans. For engineering firms, pre-qualification shall be according to the Department in the category of "Highway Bridges-Typical" unless otherwise noted on the plans. Firms involved in any part of the project (plan development or project management) will not be eligible to provide these services. Evidence of pre-approval/pre-qualification shall be submitted with all SAR(s). The SAR(s) shall be prepared and sealed by an Illinois Licensed Structural Engineer. The Contractor shall submit SAR(s), complete with working drawings and supporting design calculations, to the Engineer for approval, at least 30 calendar days prior to start of that portion of the work.

At a minimum a Structural Assessment Report shall include the following:

- 1. A plan outlining the procedures and sequence for the work, including staging when applicable.
- 2. A demolition plan (when removal is included as an item of work in the contract) including details of the proposed methods of removal.
- 3. A beam erection plan (when beam erection is included as an item of work in the contract) including details of the proposed methods of erection.
- 4. Pertinent specifications for equipment used during the work activity.
- 5. The allowable positions for that equipment during the work activity.
- 6. The allowable positions and magnitudes of stockpiled materials and/or spoils, if planned to be located on the structure.
- 7. Design and details for temporary shoring and/or bracing, if required by the Contractor's means and methods.

Approval or acceptance of a Structural Assessment Report shall not relieve the Contractor of any responsibility for the successful completion of the work.

Revisions to the Contractor's means and methods resulting in no increased load effects to the structure, as determined by the Contractor's Structural Engineer, shall not require a SAR resubmittal. However, the Contractor's Structural Engineer shall submit to the Engineer written verification that there is no increased load effect. The written verification shall specify the revisions and shall be submitted prior to the start of the revised activities.

The Contractor shall be responsible for following the approved SAR related to the work involved.

Method of Measurement. Structural Assessment Reports will not be measured for payment.

<u>Basis of payment.</u> Structural Assessment Reports will not be paid for separately but shall be considered as included in the contract unit price(s) for the work item(s) specified.

DRILLED SHAFTS

Effective: October 5, 2015 Revised: October 27, 2023

Revise Section 516 of the Standard Specifications to read:

"SECTION 516. DRILLED SHAFTS

- **516.01 Description.** This work shall consist of constructing drilled shaft foundations.
- **516.02** Materials. Materials shall be according to the following.

Item	Article/Section
(a) Portland Cement Concrete (Note 1)	
(b) Reinforcement Bars	
(c) Grout (Note 2)	
(d) Permanent Steel Casing	
(e) Slurry (Note 3)	

Note 1. When the soil contains sulfate contaminates, ASTM C 1580 testing will be performed to assess the severity of sulfate exposure to the concrete. If the sulfate contaminate is >0.10 to < 0.20 percent by mass, a Type II (MH) cement shall be used. If the sulfate contaminate is >0.20 to < 2.0 percent by mass, a Type V cement shall be used. If the sulfate contaminate is \geq 2.0 percent by mass, refer to ACI 201.2R for guidance.

Note 2. The sand-cement grout mix shall be according to Section 1020 and shall be two to five parts sand and one part Type I or II cement. The maximum water cement ratio shall be sufficient to provide a flowable mixture with a typical slump of 10 in. (250 mm).

Note 3. Slurry shall be bentonite, emulsified polymer, or dry polymer, and shall be approved by the Engineer.

516.03 Equipment. Equipment shall be according to the following.

Item	Article/Section
(a) Concrete Equipment	1020.03
(b) Drilling Equipment (Note 1)	
(c) Hand Vibrator	1103.17(a)
(d) Underwater Concrete Placement Equipment	1103.18

Note 1. 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.

- **516.04 Submittals.** The following information shall be submitted on form BBS 133.
- (a) Qualifications. At the time of the preconstruction conference, the Contractor shall provide the following documentation.
 - (1) References. A list containing at least three projects completed within the three years prior to this project's bid date which the Contractor performing this work has installed drilled shafts of similar diameter, length, and site conditions to those shown in the plans. The list of projects shall contain names and phone numbers of owner's representatives who can verify the Contractor's participation on those projects.
 - (2) Experience. Name and experience record of the drilled shaft supervisor, responsible for all facets of the shaft installation, and the drill operator(s) who will be assigned to this project. The supervisor and operator(s) shall each have a minimum of three years experience in the construction of drilled shafts.
- (b) Installation Procedure. A detailed installation procedure shall be submitted to the Engineer for acceptance at least 28 days prior to drilled shaft construction and shall address each of the following items unless otherwise directed by the Engineer in writing.
 - (1) Equipment List. List of proposed equipment to be used including cranes, drill rigs, augers, belling tools, casing, vibratory hammers, core barrels, bailing buckets, final cleaning equipment, slurry equipment, tremies, or concrete pumps, etc.
 - (2) General Sequence. Details of the overall construction operation sequence, equipment access, and the sequence of individual shaft construction within each substructure bent or footing group. The submittal shall address the Contractor's proposed time delay and/or the minimum concrete strength necessary before initiating a shaft excavation adjacent to a recently installed drilled shaft.
 - (3) Shaft Excavation. A site specific step by step description of how the Contractor anticipates the shaft excavation to be advanced based on their evaluation of the subsurface data and conditions expected to be encountered. This sequence shall note the method of casing advancement, anticipated casing lengths, tip elevations and diameters, the excavation tools used and drilled diameters created. The Contractor shall indicate whether wet or dry drilling conditions are expected and if groundwater will be sealed from the excavation.

- (4) Slurry. When the use of slurry is proposed, details on the types of additives to be used and their manufacturers shall be provided. In addition, details covering the measurement and control of the hardness of the mixing water, agitation, circulation, de-sanding, sampling, testing, and chemical properties of the slurry shall be submitted.
- (5) Shaft Cleaning. Method(s) and sequence proposed for the shaft cleaning operation.
- (6) Reinforcement Cage and Permanent Casing. Details of reinforcement placement including rolling spacers to be used and method to maintain proper elevation and location of the reinforcement cage within the shaft excavation during concrete placement. The method(s) of adjusting the reinforcement cage length and permanent casing if rock is encountered at an elevation other than as shown on the plans. As an option, the Contractor may perform soil borings and rock cores at the drilled shaft locations to determine the required reinforcement cage and permanent casing lengths.
- (7) Concrete Placement. Details of concrete placement including proposed operational procedures for free fall, tremie or pumping methods. The sequence and method of casing removal shall also be stated along with the top of pour elevation, and method of forming through water above streambed.
- (8) Mix Design. The proposed concrete mix design(s).
- (9) Disposal Plan. Containment and disposal plan for slurry and displaced water. Containment and disposal plan for contaminated concrete pushed out of the top of the shaft by uncontaminated concrete during concrete placement.
- (10) Access and Site Protection Plan. Details of access to the drilled shafts and safety measures proposed. This shall include a list of casing, scaffolding, work platforms, temporary walkways, railings, and other items needed to provide safe access to the drilled shafts. Provisions to protect open excavations during non- working hours shall be included.

The Engineer will evaluate the drilled shaft installation procedure and notify the Contractor of acceptance, need for additional information, or concerns with the installation's effect on the existing or proposed structure(s).

CONSTRUCTION REQUIREMENTS

516.05 General. Excavation for drilled shaft(s) shall not proceed until written authorization is received from the Engineer. The Contractor shall be responsible for verification of the dimensions and alignment of each shaft excavation as directed by the Engineer.

Unless otherwise approved in the Contractor's installation procedure, no shaft excavation, casing installation, or casing removal with a vibratory hammer shall be made within four shaft diameters center to center of a shaft with concrete that has a compressive strength less than 1500 psi (10,300 kPa). The site-specific soil strengths and installation methods selected will determine the actual required minimum spacing, if any, to address vibration and blow out concerns.

Lost tools shall not remain in the shaft excavation without the approval of the Engineer.

Blasting shall not be used as a method of shaft excavation.

516.06 Shaft Excavation Protection Methods. The construction of drilled shafts may involve the use of one or more of the following methods to support the excavation during the various phases of shaft excavation, cleaning, and concrete placement dependent on the site conditions encountered. Surface water shall not flow uncontrolled into the shaft excavation, however water may be placed into the shaft excavation in order to meet head pressure requirements according to Articles 516.06(c) and 516.13.

The following are general descriptions indicating the conditions when these methods may be used.

- (a) Dry Method. The dry construction method shall only be used at sites where the groundwater and soil conditions are suitable to permit the drilling and dewatering of the excavation without causing subsidence of adjacent ground, boiling of the base soils, squeezing, or caving of the shaft side walls. The dry method shall consist of drilling the shaft excavation, removing accumulated water, cleaning the shaft base, and placing the reinforcement cage and concrete in a predominately dry excavation.
- (b) Slurry Method. The slurry construction method may be used at sites where dewatering the excavation would cause collapse of the shaft sidewalls or when the volume and head of water flowing into the shaft is likely to contaminate the concrete during placement resulting in a shaft defect. This method uses slurry, or in rare cases water, to maintain stability of the shaft sidewall while advancing the shaft excavation. After the shaft excavation is completed, the slurry level in the shaft shall be kept at an elevation to

maintain stability of the shaft sidewall, maintain stability of the shaft base, and prevent additional groundwater from entering the shaft. The shaft base shall be cleaned, the reinforcement cage shall be set, and the concrete shall be discharged at the bottom of the shaft excavation, displacing the slurry upwards.

(c) Temporary Casing Method. Temporary casing shall be used when either the dry or slurry methods provide inadequate support to prevent sidewall caving or excessive deformation of the shaft excavation. Temporary casing may be used with slurry or be used to reduce the flow of water into the excavation to allow dewatering and concrete placement in a dry shaft excavation. Temporary casing shall not be allowed to remain permanently without the approval of the Engineer.

During removal of the temporary casing, the level of concrete in the casing shall be maintained at a level such that the head pressure inside the casing is a minimum of 1.25 times the head pressure outside the casing, but in no case is less than 5 ft (1.5 m) above the bottom of the casing. Casing removal shall be at a slow, uniform rate with the pull in line with the shaft axis. Excessive rotation of the casing shall be avoided to limit deformation of the reinforcement cage. In addition, the slump requirements during casing removal shall be according to Article 516.12.

When called for on the plans, the Contractor shall install a permanent casing as specified. Permanent casing may be used as a shaft excavation support method or may be installed after shaft excavation is completed using one of the above methods. After construction, if voids are present between the permanent casing and the drilled excavation, the voids shall be filled with grout by means of tremie(s) or concrete pump which shall be lowered to the bottom of the excavation. The contractor's means and methods for grout placement shall fill the annular void(s) between the permanent casing and the surrounding earth material to restore and provide lateral earth resistance to the shaft. Grout yield checks shall be performed by the contractor for submittal to the Engineer. Permanent casing shall not remain in place beyond the limits shown on the plans without the specific approval of the Engineer.

When the shaft extends above the streambed through a body of water and permanent casing is not shown, the portion above the streambed shall be formed with removable casings, column forms, or other forming systems as approved by the Engineer. The forming system shall not scar or spall the finished concrete or leave in place any forms or casing within the removable form limits as shown on the plans unless approved as part of the installation procedure. The forming system shall not be removed until the concrete has attained a minimum compressive strength of 2500 psi (17,200 kPa) and cured for a minimum of 72 hours. For shafts extending through water, the concrete shall be protected from water action after placement for a minimum of seven days.

516.07 Slurry. When slurry is used, the Contractor shall provide a technical representative of the slurry additive manufacturer at the site prior to introduction of the slurry into the first shaft where slurry will be used, and during drilling and completion of a minimum of one shaft to adjust the slurry mix to the specific site conditions. During construction, the level of the slurry shall be maintained a minimum of 5 feet (1.5 m) above the height required to prevent

caving of the shaft excavation. In the event of a sudden or significant loss of slurry in the shaft excavation, the construction of that foundation 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 approved by the Engineer.

(a) General Properties. The material used to make the slurry shall not be detrimental to the concrete or surrounding ground. Mineral slurries shall have both a mineral grain size that remains in suspension and sufficient viscosity and gel characteristics to transport excavated material to a suitable screening system. Polymer slurries shall have sufficient viscosity and gel characteristics to transport excavated material to suitable screening systems or settling tanks. The percentage and specific gravity of the material used to make the slurry shall be sufficient to maintain the stability of the excavation and to allow proper concrete placement.

If approved by the Engineer, the Contractor may use water and excavated soils as drilling slurry. In this case, the range of acceptable values for density, viscosity and pH, as shown in the following table for bentonite slurry shall be met.

When water is used as the slurry to construct rock sockets in limestone, dolomite, sandstone or other formations that are not erodible, the requirements for slurry testing shall not apply if the entire fluid column is replaced with fresh water after drilling. To do so, fresh water shall be introduced at the top of the shaft excavation and existing water used during drilling shall be pumped out of the shaft excavation from the bottom of the shaft excavation until the entire volume of fluid has been replaced.

- (b) Preparation. Prior to introduction into the shaft excavation, the manufactured slurry admixture shall be pre-mixed thoroughly with clean, fresh water and for adequate time in accordance with the slurry admixture manufacturer's recommendations. Slurry tanks of adequate capacity shall be used for slurry mixing, circulation, storage and treatment. No excavated slurry pits will be allowed in lieu of slurry tanks without approval from the Engineer. Adequate desanding equipment shall be provided to control slurry properties during the drilled shaft excavation in accordance with the values provided in Table 1.
- (c) Quality Control. Quality control tests shall be performed on the slurry to determine density, viscosity, sand content and pH of freshly mixed slurry, recycled slurry and slurry in the shaft excavation. Tests of slurry samples from within two feet of the bottom and at midheight of the shaft excavation shall be conducted in each shaft excavation during the excavation process to measure the consistency of the slurry. A minimum of four sets of tests shall be conducted during the first eight hours of slurry use on the project. When a series of four test results do not change more than 1% from the initial test, the testing frequency may be decreased to one set every four hours of slurry use. Reports of all tests, signed by an authorized representative of the Contractor, shall be furnished to the

Engineer upon completion of each drilled shaft. The physical properties of the slurry shall be as shown in Table 1.

The slurry shall be sampled and tested less than 1 hour before concrete placement. Any heavily contaminated slurry that has accumulated at the bottom of the shaft shall be removed. The contractor shall perform final shaft bottom cleaning after suspended solids have settled from the slurry. Concrete shall not be placed if the slurry does not have the required physical properties.

Table 1 – SLURRY PROPERTIES				
	Bentonite	Emulsifie d Polymer	Dry Polymer	Test Method
Density, lb/cu ft (kg/cu m) (at introduction)	65.2 ± 1.6 ¹ (1043.5 ± 25.6)	63 (1009.0) max.	63 (1009.0) max.	ASTM D 4380
Density, lb/cu ft (kg/cu m) (prior to concrete placement)	$\begin{array}{r} 67.0 \pm 3.5^{1} \\ (1073.0 \ \pm \\ 56.0) \end{array}$	63 (1009.0) max.	63 (1009.0) max.	ASTM D 4380
Viscosity ² , sec/qt (sec/L)	46 ± 14 (48 ± 14)	38 ± 5 (40 ± 5)	65 ± 15 (69 ± 16)	ASTM D 6910
рН	9.0 ± 1.0	9.5 ± 1.5	9.0 ± 2.0	ASTM D 4972
Sand Content, percent by volume (at introduction)	4 max.	1 max.	1 max.	ASTM D 4381
Sand Content, percent by volume (prior to concrete placement)	10 max.	1 max.	1 max.	ASTM D 4381
Contact Time ³ , hours	4 max.	72 max.	72 max	

Note 1. When the slurry consists of only water and excavated soils, the density shall not exceed 70 lb/cu ft (1121 kg/cu m).

Note 2. Higher viscosities may be required in loose or gravelly sand deposits.

Note 3. Contact time is the time without agitation and sidewall cleaning.

516.08 Obstructions. An obstruction is an unknown isolated object that causes the shaft excavation method to experience a significant decrease in the actual production rate and requires the Contractor to core, break up, push aside, or use other means to mitigate the obstruction. Subsurface conditions such as boulders, cobbles, or logs and buried infrastructure such as footings, piling, or abandoned utilities, when shown on the plans, shall not constitute an obstruction. When an obstruction is encountered, the Contractor shall notify the Engineer immediately and upon concurrence of the Engineer, the Contractor shall mitigate the obstruction with an approved method.

516.09 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 augers and/or underreaming tools configured to be effective in the soils indicated in the contract documents.

516.10 Design Modifications. If the top of rock elevation differs from that shown on the plans by more than 10 percent of the length of the drilled shaft above the rock, the Engineer shall be contacted to determine if any drilled shaft design changes may be required. In addition, if the type of soil or rock encountered is not similar to that shown in the subsurface exploration data, the Contractor may be required to extend the drilled shaft length(s) beyond those specified in the plans. In either case, the Engineer will determine if revisions are necessary and the extent of the modifications required.

516.11 Excavation Cleaning and Inspection. Materials removed or generated from the shaft excavations shall be disposed of according to Article 202.03.

After excavation, each shaft shall be cleaned. For a drilled shaft terminating in soil, the depth of sediment or debris shall be a maximum of 1 1/2 in. (38 mm). For a drilled shaft terminating in rock, the depth of sediment or debris shall be a maximum of 1/2 in. (13 mm).

A shaft excavation shall be overreamed when, in the opinion of the Engineer, the sidewall has softened, swelled, or has a buildup of slurry cake. Overreaming may also be required to correct a shaft excavation which has been drilled out of tolerance. Overreaming may be accomplished with a grooving tool, overreaming bucket, or other approved equipment. Overreaming thickness shall be a minimum of 1/2 in. (13 mm) and a maximum of 3 in. (75 mm).

516.12 Reinforcement. This work shall be according to Section 508 and the following.

The shaft excavation shall be cleaned and inspected prior to placing the reinforcement cage. The reinforcement cage shall be completely assembled prior to drilling and be ready for adjustment in length as required by the conditions encountered. The reinforcement cage shall be lifted using multiple point sling straps or other approved methods to avoid reinforcement cage distortion or stress. Cross frame stiffeners may be required for lifting or to keep the reinforcement cage in proper position during lifting and concrete placement.

The Contractor shall attach rolling spacers to keep the reinforcement cage centered within the shaft excavation during concrete placement and to ensure that at no point will the finished shaft have less than the minimum concrete cover(s) shown on the plans. The rolling spacers or other approved non-corrosive spacing devices shall be installed within 2 ft (0.6 m) of both the top and bottom of the drilled shaft and at intervals not exceeding 10 ft (3 m) throughout the length of the shaft to ensure proper reinforcement cage alignment and clearance for the entire shaft. The number of rolling spacers at each level shall be one for each 1.0 ft (300 mm) of shaft diameter, with a minimum of four rolling spacers at each level. For shafts with different shaft diameters throughout the length of the excavation, different sized rolling spacers shall be provided to ensure the reinforcement cage is properly positioned throughout the entire length of the shaft.

When a specific concrete cover between the base of the drilled shaft and the reinforcement cage is shown on the plans, the bottom of the reinforcement cage shall be supported so that the proper concrete cover is maintained.

If the conditions differ such that the length of the shaft is increased, additional longitudinal bars shall be either mechanically spliced or lap spliced to the lower end of the reinforcement cage and confined with either hoop ties or spirals. The Contractor shall have additional reinforcement available or fabricate the reinforcement cages with additional length as necessary to make the required adjustments in a timely manner as dictated by the encountered conditions. The additional reinforcement may be non-epoxy coated.

516.13 Concrete Placement. Concrete work shall be performed according to the following.

Throughout concrete placement the head pressure inside the drilled shaft shall be at least 1.1 times the head pressure outside the drilled shaft.

Concrete placement shall begin within 1 hour of shaft cleaning and inspection. The pour shall be made in a continuous manner from the bottom to the top elevation of the shaft as shown on the contract plan or as approved in the Contractor's installation procedure. Concrete placement shall continue after the shaft excavation is full and until 18 in. (450 mm) of good quality, uncontaminated concrete is expelled at the top of shaft. Vibration of the concrete will not be allowed when the concrete is displacing slurry or water. In dry excavations, the concrete in the top 10 ft (3 m) of the shaft shall be vibrated.

When using temporary casing or placing concrete under water or slurry, a minimum of seven days prior to concrete placement, a 4 cu yd (3 cu m) trial batch of the concrete mixture shall be

performed to evaluate slump retention. Temporary casing shall be withdrawn before the slump of the concrete drops below 6 in. (150 mm). For concrete placed using the slurry method of construction, the slump of all concrete placed shall be a minimum of 6 in. (150 mm) at the end of concrete placement.

Devices used to place concrete shall have no aluminum parts in contact with concrete.

When the top of the shaft is at the finished elevation and no further concrete placement above the finished elevation is specified, the top of the shaft shall be level and finished according to Article 503.15(a).

Concrete shall be placed by free fall, tremie, or concrete pump subject to the following conditions.

(a) Free Fall Placement. Concrete shall only be placed by free fall when the rate of water infiltration into the shaft excavation is less than 12 in. (300 mm) per hour and the depth of water in the shaft excavation is less than 3 in. (75 mm) at the time of concrete placement.

Concrete placed by free fall shall fall directly to the base without contacting the reinforcement cage, cross frame stiffeners, or shaft sidewall. Drop chutes may be used to direct concrete to the base during free fall placement.

Drop chutes used to direct placement of free fall concrete shall consist of a smooth tube. Concrete may be placed through either a hopper at the top of the tube or side openings as the drop chute is retrieved during concrete placement. The drop chute shall be supported so that free fall does not exceed 60 ft (18.3 m) for conventional concrete or 30 ft (9.1 m) for self-consolidating concrete. If placement cannot be satisfactorily accomplished by free fall in the opinion of the Engineer, either a tremie or pump shall be used to accomplish the pour.

(b) Tremie and Concrete Pump Placement. Concrete placement shall be according to Article 503.08, except the discharge end of the steel pipe shall remain embedded in the concrete a minimum of 10 ft (3.0 m) throughout concrete placement when displacing slurry or water.

516.14 Construction Tolerances. The following construction tolerances shall apply to all drilled shafts.

(a) Center of Shaft. The center of the drilled shaft shall be within 3 in. (75 mm) of the plan station and offset at the top of the shaft.

- (b) Center of Reinforcement Cage. The center of the reinforcement cage shall be within 1 1/2 in. (40 mm) of plan station and offset at the top of the shaft.
- (c) Vertical Plumbness of Shaft. The out of vertical plumbness of the shaft shall not exceed 1.5 percent.
- (d) Vertical Plumbness of Reinforcement Cage. The out of vertical plumbness of the shaft reinforcement cage shall not exceed 0.83 percent.
- (e) Top of Shaft. The top of the shaft shall be no more than 1 in. (25 mm) above and no more than 3 in. (75 mm) below the plan elevation.
- (f) Top of Reinforcement Cage. The top of the reinforcement cage shall be no more than 1 in. (25 mm) above and no more than 3 in. (75 mm) below the plan elevation.
- (g) Bottom of shaft. Excavation equipment and methods used to complete the shaft excavation shall have a nearly planar bottom. The cutting edges of excavation equipment used to create the bottom of shafts in rock shall be normal to the vertical axis of the shaft within a tolerance of 6.25 percent.

516.15 Method of Measurement. This work will be measured for payment in place and the volume computed in cubic yards (cubic meters). The volume will be computed using the plan diameter of the shaft multiplied by the measured length of the shaft. The length of shaft in soil will be computed as the difference in elevation between the top of the drilled shaft shown on the plans, or as installed as part of the Contractor's installation procedure, and the bottom of the shaft or the top of rock (when present) whichever is higher. The length of shaft in rock will be computed as the difference in elevation between the measured top of rock and the bottom of the shaft.

When permanent casing is specified, it will be measured for payment in place, in feet (meters). Permanent casing installed at the Contractor's option will not be measured for payment.

Reinforcement furnished and installed will be measured for payment according to Article 508.07.

516.16 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) for DRILLED SHAFT IN SOIL, and/or DRILLED SHAFT IN ROCK.

Permanent casing will be paid for at the contract unit price per foot (meter) for PERMANENT CASING.

Reinforcement furnished and installed will be paid for according to Article 508.08.

Obstruction mitigation will be paid for according to Article 109.04."

THERMAL INTEGRITY PROFILE TESTING OF DRILLED SHAFTS

Effective: April 20, 2016 Revised: March 24, 2023

<u>Description.</u> This work shall consist of furnishing and installing materials and equipment necessary to perform Thermal Integrity Profile (TIP) testing of drilled shafts according to Illinois Modified ASTM D7949. Data collection using embedded thermal sensors shall be performed on all drilled shafts identified on the plans. Analysis and reports shall be performed only on selected drilled shafts where specified and as directed by the Engineer. This work includes collection, analysis, and storage of the TIP data, preparation of reports summarizing the TIP data, and investigating anomalies identified in the TIP data.

<u>Qualifications</u>. A consulting firm experienced in TIP testing shall direct this work. The TIP consulting firm shall be a company independent from the Contractor with a minimum of 3 years of experience performing TIP testing of drilled shafts. The individual evaluating the TIP data and preparing the report shall be an Illinois Licensed Professional Engineer and have experience on a minimum of 5 TIP testing projects.

The name, contact information, and qualifications of the TIP consulting firm, including the names and experience of the individual employees performing and analyzing the test results and preparing the report, shall be submitted to the Engineer at least 30 days prior to drilled shaft construction.

<u>Training.</u> The TIP Consultant shall provide on-site instruction to the Contractor on the installation of the embedded thermal sensors and data recording devices, use of the data recording apparatus, use of the processing and display apparatus, and methods of transferring data to the TIP Consultant.

<u>Construction.</u> Embedded thermal sensors shall be installed on all drilled shafts identified on the plans according to the Illinois Modified ASTM D7949. Embedded thermal sensors shall be checked for functionality after the reinforcing cage has been placed in the shaft excavation. Any embedded thermal sensors that are not functioning correctly shall be removed and replaced.

In wet installations, embedded thermal sensors shall have enough lead in wire to allow for connection of the recording apparatus above the water.

The TIP data shall be recorded and stored for each shaft where embedded thermal sensors are installed. Analysis and reports shall be performed only on selected drilled shafts where specified and as directed by the Engineer. The Engineer may direct additional analysis and reports, if necessary, due to problems encountered or observed during drilled shaft construction. The Engineer will determine which shaft(s) shall have an analysis and report prepared. All drilled shafts that do not require an analysis and report shall have the raw data submitted according to Illinois Modified ASTM D7949.

Superimposed loads, either dead or live, shall not be applied to a drilled shaft until TIP testing is completed, TIP reports have been submitted, any necessary testing and repairs have been completed, and permission has been granted by the Engineer.

<u>Reports.</u> Reports shall be according to Illinois Modified ASTM D7949. Reports shall identify, label, and discuss anomalies, potential flaws, or defects. If none are identified, that shall be stated in the report. Reports shall discuss recommendations for additional investigation or testing of anomalies, flaws, or defects identified. Reports shall give an overall assessment of the constructed shaft quality based on the data and information analyzed. Reports shall be submitted to the Bureau of Bridges and Structures, or local agency owner, for review and acceptance.

<u>Anomalies.</u> If anomalies are identified, they shall be investigated by coring or other methods approved by the Engineer. If coring is to be performed, the Engineer will determine the location of the core(s).

<u>Remediation of Drilled Shaft Defects.</u> When the Engineer determines that a defect is present, the Engineer will direct the Contractor to repair the defect. The Contractor shall submit a plan to repair the defect to the Engineer for approval. No compensation will be made for remedial work, or losses, or damage, due to remedial work of drilled shafts found defective or not in accordance with the drilled shaft specifications or plans. Modifications to the structure shall be designed, detailed, and sealed by an Illinois Licensed Structural Engineer.

<u>Method of Measurement.</u> TIP testing materials, equipment, and data collection will be measured for payment by the linear foot of drilled shafts instrumented. Each individual embedded thermal sensor wire will not be measured for payment.

TIP test analysis and reporting will be measured for payment for each drilled shaft where analysis and reporting is specified or directed by the Engineer.

Investigation of anomalies will not be measured for payment.

<u>Basis of Payment.</u> TIP materials, equipment, and data collection will be paid for at the contract unit price per foot for THERMAL INTEGRITY PROFILE DATA COLLECTION. TIP test analysis and reporting will be paid for at the contract unit price per each for THERMAL INTEGRITY PROFILE TESTING.

ILLINOIS MODIFIED ASTM D7949, Method B Effective Date: April 20, 2016 Revised Date: August 4, 2023

Standard Test Method for **Thermal Integrity Profiling of Concrete Deep Foundations, Method B** Reference ASTM D7949-14

The testing shall be per ASTM D7949-14, Method B, except as modified herein. All references to the Method A procedure shall be disregarded.

ASTM SECTION	Illinois Modification		
1.6	Revise this section as follows:		
	Units—The values stated in either English units or SI units are to be		
	regarded separately as standard. The values stated in each system may		
	not be exact equivalents; therefore, each system shall be used		
	independently of the other. Combining values from the two systems may		
	result in nonconformance with the standard. Reporting of test results in		
	units other than English units shall not be regarded as nonconformance		
3.2	with this standard.		
3.2	Add the following to this section: 3.2.12 anomaly, n – irregularity or series of irregularities observed in a		
	thermal profile indicating a possible flaw.		
6.1, 6.2, 6.2.1, 6.3.1,	Delete these sections.		
6.3.2, 6.3.3, & 6.3.4			
6.4.1	Revise the first sentence of this section as follows:		
	The recording apparatus shall record depth and temperature data from		
		nal sensors at a depth interval of no	
	greater than 300 mm.		
7.1	Revise this section as follows:		
	The embedded thermal sensors shall be installed during construction of		
	the foundation element. The location plan shall provide access locations		
	for embedded thermal sensors according to the following table.		
	Reinforcing Cage	Number of access locations	
	Diameter (feet)	for embedded thermal	
		sensors	
	≤ 5.0	4	
	5.1 to 7.0	6	
	7.1 to 9.0	8	
	9.1 to 11.0	10	
	11.1 to 13.0	12	
	> 13.0	14	
	Access locations for embedded thermal sensors shall be spread equally around the perimeter and spaced at an equal distance from the axis		
	around the perimeter and spaced at an equal distance from the axis, and the sensor levels shall be the same for all of the access locations		
	with a maximum depth interval between levels of 300 mm. Fig 3		
	illustrates several plan layout configurations for the access locations.		
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ILLINOIS MODIFIED ASTM D7949, Method B Effective Date: April 20, 2016 Revised Date: August 4, 2023

Standard Test Method for Thermal Integrity Profiling of Concrete Deep Foundations, Method B

Reference ASTM D7949-14

ASTM SECTION	Illinois Modification
7.1.2	Revise this section as follows:
	Temperature measurements shall be performed starting at the
	beginning of concrete placement in the element and terminating a
	minimum of 12 hours after the peak temperature of the concrete has
	been reached. The tests should be performed, analyzed, and
	reported on the selected shaft(s) at the time of ½ peak temperature,
70704700700	and at the time of peak temperature of the concrete.
7.2, 7.2.1, 7.2.2, 7.2.3, & 7.2.4	Delete these sections.
7.3.1	Revise the third sentence of this section as follows:
	Embedded thermal sensors shall extend to the bottom of the
	foundation element.
7.4, 7.4.1, 7.4.2, 7.4.3,	Delete these sections.
7.4.4, 7.4.5, 7.4.6,	
7.4.7, 7.4.8, & 7.4.9	
7.5.3	Revise this section as follows:
	Connect each embedded thermal sensor to the Recording
	Apparatus. Start recording temperature data to the nearest 0.1°C
	prior to concrete placement. Record temperatures periodically at
	intervals not to exceed 15 minutes. Testing shall be terminated only
	after a minimum of 12 hours has elapsed after the peak temperature of the concrete has been reached.
7.6.1	Delete this section.
8.1.1	Add as follows:
(New Section)	Test data and results shall be reported in US Customary units.
8.5 (New Section)	Raw Data Submittal – The raw temperature data for the peak
, , ,	temperature time and ½ the peak temperature time shall be provided
	to the Engineer for each drilled shaft where data was collected. The
	data shall be clearly labeled and organized in a standard computer
	spreadsheet format. The data shall be provided in a table and in a
	graph.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The designbuilder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements. 1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, 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 contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or 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 or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women. d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials

and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. 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 DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as nonresponsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and nonminority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in <u>29 CFR part 1</u>, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined; (ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. Conformance. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to <u>DBAconformance@dol.gov</u>. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to <u>DBAconformance@dol.gov</u>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest*. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, <u>31</u> <u>U.S.C. 3901</u>–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. <u>3141(2)(B)</u> of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 <u>40 U.S.C.</u> <u>3141(2)(B)</u> of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Actscovered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 <u>29 CFR part 3</u>; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under <u>18 U.S.C. 1001</u> and <u>31 U.S.C. 3729</u>.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and <u>29 CFR part 30</u>.

c. 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 Federalaid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). 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 journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of $\underline{40}$ U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of $\underline{40}$ <u>U.S.C. 3144(b)</u> or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, <u>18</u> <u>U.S.C. 1001</u>.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or $\frac{29 \text{ CFR part 1}}{29 \text{ CFR part 1}}$ or $\frac{3}{23}$;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or <u>29 CFR part 1</u> or <u>3</u>;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or $\underline{29 \ CFR \ part \ 1}$ or $\underline{3}$; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or $\frac{29 \text{ CFR part 1}}{3}$ or $\frac{3}{2}$.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated

damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR $5.5(b)(2)^*$ for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, <u>31</u> <u>U.S.C. 3901</u>–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lowertier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

 (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

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 Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350. e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<u>https://www.sam.gov/</u>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 - 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<u>https://www.sam.gov/</u>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

 b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

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.

 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

 The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

 The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

 The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.