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

(SEAL)

INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

Bids will be accepted from only those companies that request and receive written Authorization to Bid from IDOT's Central Bureau of Construction. This does not apply to Small Business Set-Asides.

REQUESTS FOR AUTHORIZATION TO BID

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

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

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

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

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

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at http://www.dot.il.gov/desenv/delett.html before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

BID SUBMITTAL GUIDELINES AND CHECKLIST

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

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

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

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

Page 18 (Form B) - If you check "YES" to having other current or pending contracts it is acceptable to use the phrase, "See Affidavit of Availability on file". **Ownership Certification** (at the bottom of the page) - Check N/A if the Form A you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A you submitted is not correct and you will be required to submit a revised Form A.

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

Bid Bond – Submit your bid bond using the current Bid Bond Form provided in the proposal package. The Power of Attorney page should be stapled to the Bid Bond. If you are using an electronic bond, include your bid bond number on the form and attach the Proof of Insurance printed from the Surety 2000 Web Site.

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

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

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

QUESTIONS: pre-letting up to execution of the contract

Contractor/Subcontractor pre-qualification	217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE)	217-785-4611
Contracts, Bids, Letting process or Internet downloads	217-782-7806
Estimates Unit	
Aeronautics	217-785-8515
IDNR (Land Reclamation, Water Resources, Natural Resources)	217-782-6302

QUESTIONS: following contract execution

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

Proposal Submitted By



Name

Address

City

Letting November 9, 2012

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction. This does not apply to Small Business Set-Asides.

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



Springfield, Illinois 62764

Contract No. 78253 GALLATIN County Section D9 CM BRIDGE REPAIR 2012-3 Route FAP 782 District 9 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

A <u>Bid</u> Bond is included.

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

Prepared by

Checked by (Printed by authority of the State of Illinois)

S

Page intentionally left blank



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of ______

Taxpayer Identification Number (Mandatory) _____a

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

Contract No. 78253 GALLATIN County Section D9 CM BRIDGE REPAIR 2012-3 Route FAP 782 District 9 Construction Funds

This project consists of joint rehabilitation, drain extensions, slopewall repair, and HMA approach overlay located on the structures carrying Illinois Route 1 over Lawler Ditch and the Saline River.

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

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

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

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

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

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

Schedule of Combination Bids

Combination		Combinatio	n Bid
No.	Sections Included in Combination	Dollars	Cents

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

9. The services of a subcontractor will be used.

Check box	Yes	
Check box	No	

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER -

State Job # - C-99-041-11

Project Number

Route

FAP 782

County Name -GALLATIN- -Code -59 - -District -9 - -

Section Number - D9 CM BRIDGE REPAIR 2012-3

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0322469	PLUG EX FLOOR DRAINS	EACH	88.000				
X5030530	FLOOR DRAIN EXTENSION	EACH	76.000				
Z0012754	STR REP CON DP = < 5	SQ FT	7.000				
Z0021922	SILICONE JOINT SEALER	FOOT	141.000				
Z0041895	POLYMER CONCRETE	CU FT	14.000				
Z0065700	SLOPE WALL REPAIR	SQ YD	20.000				
Z0065730	SLOPEWALL SLUR PUMPNG	CU YD	81.000				
20200100	EARTH EXCAVATION	CU YD	42.000				
28100107	STONE RIPRAP CL A4	SQ YD	378.000				
28100109	STONE RIPRAP CL A5	SQ YD	94.000				
28100807	STONE DUMP RIP CL A4	TON	41.000				
28200200	FILTER FABRIC	SQ YD	657.000				
40300100	BIT MATLS PR CT	GALLON	20.000				**************************************
40600645	LEV BIND MM N90	TON	4.000				
40600985	PCC SURF REM BUTT JT	SQ YD	107.000				

Page 1 10/23/2012 **ILLINOIS DEPARTMENT OF TRANSPORTATION** SCHEDULE OF PRICES CONTRACT 78253 NUMBER -

C-99-041-11 State Job # -

Project Number

Route

FAP 782

County Name -GALLATIN- -Code -59 - -District -9 - -

Section Number -**D9 CM BRIDGE REPAIR 2012-3**

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
40600990	TEMPORARY RAMP	SQ YD	36.000				
40603320	HMA SC "C" N90	TON	20.000				
44004250	PAVED SHLD REMOVAL	SQ YD	127.000				
48102100	AGG WEDGE SHLD TYPE B	TON	4.000				
48203037	HMA SHOULDERS 10	SQ YD	202.000				
54213447	END SECTIONS 12	EACH	8.000				
60100945	PIPE DRAINS 12	FOOT	696.000				
60600605	CONC CURB TB	FOOT	300.000				
60900515	CONC THRUST BLOCKS	EACH	24.000				
61000335	TY G INLET BOX 610001	EACH	8.000				
63300575	R&R RAIL ELEM EX GDRL	FOOT	325.000				
67000400	ENGR FIELD OFFICE A	CAL MO	3.000				
67100100	MOBILIZATION	L SUM	1.000				
70100450	TRAF CONT-PROT 701201	L SUM	1.000				
70106800	CHANGEABLE MESSAGE SN	CAL MO	3.000				

Page 2 10/23/2012

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER -

State Job # - C-99-041-11

Project Number

Route FAP 782

County Name - GALLATIN- -

Code - 59 - -

District - 9 - -

Section Number - D9 CM BRIDGE REPAIR 2012-3

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
78001110	PAINT PVT MK LINE 4	FOOT	2,079.000				

Page 3 10/23/2012 CONTRACT NUMBER 78253

THIS IS THE TOTAL BID \$

NOTES:

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

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

I. GENERAL

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

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

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

II. ASSURANCES

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

A. Conflicts of Interest

1. The Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

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

B. Negotiations

1. The Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

C. Inducements

1. The Code provides:

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

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

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

1. The Code provides:

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

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

E. Reporting Anticompetitive Practices

1. The Code provides:

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

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

F. Confidentiality

1. The Code provides:

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

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

G. Insider Information

1. The Code provides:

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

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

III. CERTIFICATIONS

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

A. Bribery

1. The Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

1. The Code provides:

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

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

C. Debt Delinquency

1. The Code provides:

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

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

D. Prohibited Bidders, Contractors and Subcontractors

1. The Code provides:

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

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

E. Section 42 of the Environmental Protection Act

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

F. Educational Loan

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

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

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

G. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

H. International Anti-Boycott

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

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

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

I. Drug Free Workplace

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

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

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

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

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

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

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

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

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

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

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

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

In accordance with the provisions of Section 30-22 (6) of the Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training program sponsor holding the Certificate of Registration for all of the types of work or crafts in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft work that will be subcontracted shall be apprenticeship or training program. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.

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

TO BE RETURNED WITH BID

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.

Or

Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:

Name and address of person:

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

IV. DISCLOSURES

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

The CPO may void the bid, or contract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Code. Furthermore, the CPO may void the contract and the surety providing the performance bond shall be responsible for completion of the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$25,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form. **The current annual salary of the Governor is \$177,412.00**

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

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

Yes <u>No</u>

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

Yes <u>No</u>

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

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

Yes <u>No</u>

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

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

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

Yes <u>No</u>

3. Communication Disclosure.

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

Name and address of person(s):

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

Name of person(s):		
Nature of disclosure:		
	APPLICABLE STATEMENT	
enalty of perjury, I certify	APPLICABLE STATEMENT Submitted on behalf of the INDIVIDUAL named on prevented on this disclosure to be true and accurate	
enalty of perjury, I certify nowledge.	submitted on behalf of the INDIVIDUAL named on prevented on prevented on behalf of the contents of this disclosure to be true and accurate	
enalty of perjury, I certify nowledge.	submitted on behalf of the INDIVIDUAL named on prevented on prevented on behalf of the contents of this disclosure to be true and accurate	
enalty of perjury, I certify nowledge.	Submitted on behalf of the INDIVIDUAL named on prevente contents of this disclosure to be true and accurate Signature of Individual or Authorized Representative	e to the best of my
enalty of perjury, I certify nowledge. Completed by:	Submitted on behalf of the INDIVIDUAL named on prevente contents of this disclosure to be true and accurate Signature of Individual or Authorized Representative NOT APPLICABLE STATEMENT	e to the best of my
enalty of perjury, I certify nowledge. Completed by:	Submitted on behalf of the INDIVIDUAL named on prevente contents of this disclosure to be true and accurate Signature of Individual or Authorized Representative	e to the best of my
enalty of perjury, I certify nowledge. Completed by: Inder penalty of perjury, I he criteria that would requ	Submitted on behalf of the INDIVIDUAL named on prevente contents of this disclosure to be true and accurate Signature of Individual or Authorized Representative NOT APPLICABLE STATEMENT have determined that no individuals associated with the time the completion of this Form A.	e to the best of my
enalty of perjury, I certify nowledge. Completed by: Inder penalty of perjury, I he criteria that would requ	Submitted on behalf of the INDIVIDUAL named on prevente contents of this disclosure to be true and accurate Signature of Individual or Authorized Representative NOT APPLICABLE STATEMENT nave determined that no individuals associated with t	e to the best of my
enalty of perjury, I certify nowledge. Completed by: Inder penalty of perjury, I he criteria that would requ	Submitted on behalf of the INDIVIDUAL named on prevente contents of this disclosure to be true and accurate Signature of Individual or Authorized Representative NOT APPLICABLE STATEMENT have determined that no individuals associated with the time the completion of this Form A.	e to the best of my
enalty of perjury, I certify nowledge. Completed by: Inder penalty of perjury, I he criteria that would requ	Submitted on behalf of the INDIVIDUAL named on prevente contents of this disclosure to be true and accurate Signature of Individual or Authorized Representative NOT APPLICABLE STATEMENT have determined that no individuals associated with the time the completion of this Form A.	e to the best of my

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative	Date

OWNERSHIP CERTIFICATION

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

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

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

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



Contract No. 78253 **GALLATIN** County Section D9 CM BRIDGE REPAIR 2012-3 Route FAP 782 **District 9 Construction Funds**

PART I. IDENTIFICATION

Dept. Human Rights #_____ Duration of Project: _____

Name of Bidder:

PART II. WORKFORCE PROJECTION

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

TOTAL Workforce Projection for Contract										0		ASS	SIGNED	S				
				MINORITY EMPLOYEES TRAINEES							TO CO	TNC	RACT					
JOB CATEGORIES		TAL DYEES					*OT	HER IOR.	APPF TIC			HE JOB INEES			OTAL OYEES		MINC	
CATEGORIES		F	BL/	ACK F	HISP/ M	F	M	F	M	ES F	M	F		M	F		M	F
OFFICIALS (MANAGERS)	101	•	101		101	1	101	1	IVI	-	101		-	101	-		101	1
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
		BLE C							_	Γ	•				IENT US			
	OTAL Tra		ojectio	n for C	ontract		1					FUR						
EMPLOYEES		TAL	ы					THER										
IN TRAINING	M	DYEES F	BL/	ACK F	M	ANIC	M	NOR. F										
APPRENTICES	IVI		IVI	F			IVI		_									
ON THE JOB TRAINEES																		

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

BC 1256 (Rev. 12/11/07)

Note: See instructions on page 2

RETURN WITH BID Contract No. 78253 GALLATIN County Section D9 CM BRIDGE REPAIR 2012-3 Route FAP 782 **District 9 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

_____ new hires would be _____ new hires would be recruited from the area in which the bidder's principal

office or base of operation is located.

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____

Telephone Number _____

Address ____

NOTICE REGARDING SIGNATURE

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

Signature: 🗌

_____ Title: _____ Date: _____

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

- Include both the number of employees that would be hired to perform the contract work and the total number currently employed Table A -(Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
- Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees Table B currently employed.

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

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

RETURN WITH BID Contract No. 78253 GALLATIN County Section D9 CM BRIDGE REPAIR 2012-3 Route FAP 782 District 9 Construction Funds

PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Firm Name	
(IF A CO-PARTNERSHIP)		
``````````````````````````````````````		
		Name and Address of All Members of the Firm:
-		
-		
	Corporate Name	
	Ву	Signature of Authorized Representative
		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE		Signature
SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
	_,	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	<b>A</b> #1+	
	Allesi	Signature
	Business Address	
If more than two parties are in the joint ventur	e, please attach an ac	ditional signature sheet.



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

Item No.

Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, are

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

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

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

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

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

their respective officers this	day of		A.D., .
PRINCIPAL		SURETY	
(Company Na	ime)		(Company Name)
Ву		By:	
(Signatur	re & Title)		(Signature of Attorney-in-Fact)
STATE OF ILLINOIS, County of	Notary Certific	cation for Principal and Surety	7
l,		, a Notary Public in	and for said County, do hereby certify that
		and	
	(Insert names of individuals s	igning on behalf of PRINCIPA	AL & SURETY)
	his day in person and acknow		o the foregoing instrument on behalf of PRINCIPAL by signed and delivered said instrument as their free
Given under my hand and nota	arial seal this	day of	A.D.
My commission expires			
			Notary Public
	gnature and Title line below, I	he Principal is ensuring the ic	Electronic Bid Bond. By signing the proposal and dentified electronic bid bond has been executed and d bond as shown above.
Electronic Bid Bond ID#	Company / Bidder N	lame	Signature and Title

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



#### (1) Policy

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

#### (2) Obligation

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

#### (3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

#### (4) Assurance

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

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

Disadvantaged Business Participation _____ percent

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

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

Disadvantaged Business Participation _____ percent

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

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

Date

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



**DBE Participation Statement** 

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

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

## (2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
L1			Total	

## (3) Partial Payment Items

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

## (4) Commitment

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

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

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

WC

# **PROPOSAL ENVELOPE**



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

ame:	
ddress:	
hone No.	

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

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

## NOTICE

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

# **CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS**

## NOTICE

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

Contract No. 78253 GALLATIN County Section D9 CM BRIDGE REPAIR 2012-3 Route FAP 782 District 9 Construction Funds



## SUBCONTRACTOR DOCUMENTATION

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

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

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

#### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### A. Bribery

1. The Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### B. Felons

1. The Code provides:

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

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

#### C. Debt Delinquency

#### 1. The Code provides:

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

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

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

#### 1. The Code provides:

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

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

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

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

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

Name of Subcontracting Company

Authorized Officer

Date

## SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

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

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

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

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person 50-35 and on the disclosure form. The current annual salary of the Governor is \$177,412.00.

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

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

#### C. Disclosure Form Instructions

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

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

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

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

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

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

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

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

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

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

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

## ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all openended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

## DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

Yes No

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

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

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

Yes No

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

Yes <u>No</u>

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

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

Yes <u>No</u>

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

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

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

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

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

Yes <u>No</u>

#### 3 Communication Disclosure.

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

Name and address of person(s):

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

Nature of disclosure:		
	APPLICABLE STATEMENT	
	bmitted on behalf of the INDIVIDUAL named on pr e contents of this disclosure to be true and accura	
—		
Completed by:		
Completed by:	Signature of Individual or Authorized Officer	Date
Completed by:	Signature of Individual or Authorized Officer	Date
Under penalty of perjury, I ha		
Under penalty of perjury, I hat the criteria that would require	NOT APPLICABLE STATEMENT ve determined that no individuals associated with	this organization meet
Under penalty of perjury, I hat the criteria that would require	NOT APPLICABLE STATEMENT ve determined that no individuals associated with the completion of this Form A.	this organization meet
Under penalty of perjury, I hat the criteria that would require	NOT APPLICABLE STATEMENT ve determined that no individuals associated with the completion of this Form A.	this organization meet

## ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

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

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

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

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

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

## THE FOLLOWING STATEMENT MUST BE CHECKED

-	Signature of Authorized Representative	Date

## **OWNERSHIP CERTIFICATION**

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

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

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

## **NOTICE TO BIDDERS**



- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., November 9, 2012. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 78253 GALLATIN County Section D9 CM BRIDGE REPAIR 2012-3 Route FAP 782 District 9 Construction Funds

This project consists of joint rehabilitation, drain extensions, slopewall repair, and HMA approach overlay located on the structures carrying Illinois Route 1 over Lawler Ditch and the Saline River.

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

By Order of the Illinois Department of Transportation

Ann L. Schneider, Secretary

## INDEX

### FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

## Adopted January 1, 2012

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

## SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

<u>Page</u> <u>No.</u>

No Supplemental Specifications this year.

## **RECURRING SPECIAL PROVISIONS**

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

<ol> <li>Additional State Requirements for Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-10)</li> <li>Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)</li> <li>X EEO (Eff. 7-21-78) (Rev. 11-18-80)</li> <li>5 Subjective State S</li></ol>	) <u>.</u>
2         Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	
3 X EEO (Eff. 7-21-78) (Rev. 11-18-80)	
4 X Specific Equal Employment Opportunity Responsibilities	
Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	
5 X Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-12)	
6 Asbestos Bearing Pad Removal (Eff. 11-1-03)	
7 Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt	
Surface Removal (Eff. 6-1-89) (Rev. 1-1-09)	
8 Haul Road Stream Crossings, Other Temporary Stream Crossings, and	
In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	
9 Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	
10 Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	
11 Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	
12 Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	
<ul> <li>Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09)</li></ul>	
() (	
<ul> <li>PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)</li></ul>	
17 X Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	
18         PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)         48	
19 Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	
20 Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12)	
21 Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	
22 Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	
23 Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	
24 Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	
25 Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	
26 English Substitution of Metric Bolts (Eff. 7-1-96)	
27 English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) 63	
28 Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) 64	
29 Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-12) 65	
30 Quality Control of Concrete Mixtures at the Plant(Eff. 8-1-00) (Rev. 1-1-11)	
31 Quality Control/Quality Assurance of Concrete Mixtures(Eff. 4-1-92) (Rev. 1-1-11)	

## FAP ROUTE 782 (IL 1) SECTION D9 CM BRIDGE REPAIR 2012-3 GALLATIN COUNTY CONTRACT NO. 78253

## TABLE OF CONTENTS

LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT	1
UTILITIES	1
TRAFFIC CONTROL PLAN	1
TWO WEEK NOTIFICATION PRIOR TO STARTING WORK	3
PLUG EXISTING FLOOR DRAINS	3
PORTABLE CHANGEABLE MESSAGE SIGNS	3
INLET BOX TYPE G	3
SLOPEWALL SLURRY PUMPING	4
SILICONE BRIDGE JOINT SEALER	4
STRUCTURAL REPAIR OF CONCRETE	7
FLOOR DRAIN EXTENSION	. 15
AGREEMENT TO PLAN QUANTITY (BDE)	
AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)	. 16
CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)	. 17
CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)	. 18
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)	. 19
ERRATA FOR THE 2012 STANDARD SPECIFICATIONS (BDE)	. 28
FLAGGER AT SIDE ROADS AND ENTRANCES (BDE)	. 28
FRICTION AGGREGATE (BDE)	. 29
HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)	. 31
PAYMENTS TO SUBCONTRACTORS (BDE)	. 32
PAYROLLS AND PAYROLL RECORDS (BDE)	
PORTLAND CEMENT CONCRETE (BDE)	. 34
RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)	. 69
REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)	. 79
REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)	. 82
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)	. 83
SYNTHETIC FIBERS IN CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)	. 83
TRACKING THE USE OF PESTICIDES (BDE)	. 84
TYPE G INLET BOX (BDE)	. 84
TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)	. 84
UTILITY COORDINATION AND CONFLICTS (BDE)	. 84
WARM MIX ASPHALT (BDE)	. 89

## FAP ROUTE 782 (IL 1) SECTION D9 CM BRIDGE REPAIR 2012-3 GALLATIN COUNTY CONTRACT NO. 78253

WEEKLY DBE TRUCKING REPORTS (BDE)	. 94
WORKING DAYS (BDE)	. 95

# STATE OF ILLINOIS

## SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 782 (IL-1), Section D9 CM BRIDGE REPAIR 2012-3, in Gallatin County, Contract No. 78523 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

## LOCATION OF PROJECT

Structure 030-0020 carries F.A.P. 782 (IL Rte. 1) over Lawler Ditch at 2.3 miles south of IL Rte. 13 in Gallatin County. Structure 030-0021 carries F.A.P. 782 (IL Rte. 1) over the Saline River at 2.5 miles south of IL Rte. 13 in Gallatin County.

## **DESCRIPTION OF PROJECT**

The project consists of joint rehabilitation, drain extensions and eliminations, slopewall repair, riprap, construction of an HMA overlay on one approach, HMA shoulders with concrete curb, and shoulder inlets with curb.

## UTILITIES

Effective 1984 Revised 1/2/97

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

Verification of locations of underground utilities, shown or not shown, will be the responsibility of the Contractor.

No utilities are attached to S.N. 030-0020 or S.N. 030-0021.

Additional utility information may be obtained by calling the "Joint Utility Location Information for Excavators" phone number, 800-892-0123 or 811. This project is located in Equality Township at T9S R8E Section 26.

## TRAFFIC CONTROL PLAN

Effective 1985 Revised 2/17/99

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

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

- 1. Standards: 701001, 701006, 701201, 701301, 701901
- 2. Supplemental Specifications and Recurring Special Provisions: None
- Special Provisions: Two Week Notification Prior to Starting Work Portable Changeable Message Signs Traffic Control Deficiency Deduction (BDE)
- 4. Plan Details: None

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

- <u>701001</u> This standard should be used for miscellaneous work which is performed a minimum of 15' from the edge of the traffic lane.
- <u>701006</u> This standard should be used for miscellaneous work which is performed a minimum of 2' from the edge of the traffic lane.
- <u>701201</u> This standard should be applied during any work, which require encroachment of any equipment, vehicles, or workers within 2' of the edge of the traffic lane.
- 701301 This standard will apply when short time work operations are being performed.

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

- (a) The highway shall be kept open to at least one lane of traffic at all times, and to two lanes of traffic to the greatest extent possible.
- (b) Access to all public roads and private entrances shall be maintained during all stages of the work.
- (c) Cones, drums, or barricades shall be placed on the closed lane. They may be moved over to allow paving equipment to pass but shall be immediately moved back after the last roller pass.

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

## TWO WEEK NOTIFICATION PRIOR TO STARTING WORK

Effective December 2005

Revise the first sentence of Article 107.09 Public Convenience and Safety to the following "The Contractor shall notify the Engineer at least 14 days in advance of starting any construction work.

This additional notification is required so that the public can be notified of the pending construction.

## PLUG EXISTING FLOOR DRAINS

This work shall consist of the satisfactory plugging of the existing bridge floor drains at locations as shown on plan details and as directed by the Engineer.

The material used to plug the drains shall comply with section 1020 of the Standard Specifications for Road and Bridge Construction and shall be either Class PP concrete for Bridge Deck Patching or Class BS concrete. The material shall be placed according to Section 503 of the Standard Specifications.

This work will be paid for at the contract unit price each for PLUG EXISTING FLOOR DRAINS, which price shall include all material and labor to satisfactorily complete the work.

## PORTABLE CHANGEABLE MESSAGE SIGNS

This work consists of furnishing, placing, and maintaining changeable message sign(s) according to the Standard Specifications and the following:

A total of 2 changeable message signs shall be required in this contract. All signs must be in place and operational for a minimum of 14 calendar days prior to lane closures. Each sign shall state the day work will begin and delays are possible. The exact message will be approved by the Engineer. The Contractor may be required to relocate each sign multiple times during the contract at his or her expense. The exact location of the placement of these signs shall be determined in the field by the Engineer.

The furnishing, placing, and maintaining of portable changeable message sign(s) shall be paid for per calendar month as CHANGEABLE MESSAGE SIGN.

## INLET BOX TYPE G

Inlet Box Type G (Shoulder Inlet With Curb) shall be constructed according to Highway Standard 610001 and Section 610 of the Standard Specifications except as follows:

Concrete barrier curb, 6", Type B shall be substituted for the concrete curb shown on Highway Standard 610001. The curb shall be constructed in accordance with Highway Standard 606001 and Section 606 of the Standard Specifications. The curb shall be poured monolithically with the slab.

The curb will be measured in feet along the front face and paid for as CONCRETE CURB, TYPE B.

## SLOPEWALL SLURRY PUMPING

The work consists of furnishing and placing Controlled Low-Strength Material (CLSM) in voids beneath the concrete slopewall according to the applicable portions of Section 593 of the Standard Specifications.

The Contractor shall place forms to confine the CLSM, using sandbags or other means to restrict seepage around the forms; and install required supports for the slopewall.

The allowable height of CLSM lifts will be determined by the Engineer after inspection of the forms and supports.

The CLSM may be placed by pump, conveyor, or other means approved by the Engineer.

This work will be measured for payment from the actual volume of the void computed from field measurements and paid for at the contract unit price per cubic yard for SLOPEWALL SLURRY PUMPING. The cost of all labor and material for supporting the slopewall shall be included in SLOPEWALL SLURRY PUMPING.

## SILICONE BRIDGE JOINT SEALER

Effective: August 1, 1995

Revised: October 15, 2011

<u>Description</u>. This work shall consist of furnishing all labor, equipment and materials necessary to install the silicone joint sealer as shown on the plans and as specified herein.

When specified, a polymer concrete nosing compatible with the silicone sealant as required by the sealant manufacturer shall be installed. The minimum dimensions for a polymer concrete nosing cross section are 1 1/2 in. (40 mm) deep by 3 1/2 in. (90 mm) wide. The polymer concrete shall be furnished and installed according to the Special Provision for "Polymer Concrete".

Materials:

(a) <u>Silicone Joint Sealer</u>. The silicone joint sealer shall cure in less than one week, and shall accommodate typical bridge movements and traffic within 8 hours. The sealant shall be self-leveling, cold applied, and two component. The sealant, upon curing, shall demonstrate resilience, flexibility and resistance to moisture and puncture. The sealant shall also demonstrate excellent adhesion to portland cement concrete, polymer concrete and steel over a range of temperatures from -30 to 130°F (-34 to 54°C) while maintaining a watertight seal. The sealant shall not contain any solvents or diluents that cause shrinkage or expansion during curing. In addition, acid cure sealants will not be permitted. The date of manufacture shall be provided with each lot. Materials twelve months old or older from the date of manufacture will not be accepted. The manufacturer shall certify that the sealant meets or exceeds the following test requirements before installation begins. The Department reserves the right to test representative samples from material proposed for use.

## Physical Properties:

Each component as supplied: Specific Gravity (ASTM D 1475) Extrusion Rate (ASTM C 1183)	1.2-1.4 200 - 600 grams per minute
Durometer Hardness, "00" (ASTM C 661) (32°F and 77 <u>+</u> 3°F (0° and 25°C <u>+</u> 1°C))	40-80
Accelerated Weathering (ASTM C 793)	No chalking, cracking or bond loss after 5,000 hours.
<u>After Mixing</u> : Tack Free Time (ASTM C 679)	60 minutes max.
Upon Complete Cure: (ASTM D 5329) Joint Elongation (Tensile Adhesion)	600% min
Joint Modulus	3-15 psi (21-103 kPa) @ 100% elongation

¹Modified; Sample cured 7 days at 77  $\pm$  2°F (25 $\pm$ 1°C) 50  $\pm$  5% relative humidity

(b) Backer Rod. The backer rod shall conform to ASTM D 5249, Type 3.

## **CONSTRUCTION REQUIREMENTS**

<u>General.</u> The Contractor shall furnish the Engineer with the manufacturer's product information and installation procedures at least two weeks prior to installation.

When placing the silicone against concrete, the concrete surface shall be dry. For newly placed concrete, the concrete shall be fully cured and allowed to dry out a minimum of seven additional days prior to placement of the silicone. Cold, wet, inclement weather will require an extended drying time.

## (a) Surface Preparation:

(1) Sandblasting. Both faces of the joint shall be sandblasted. A separate pass for each face for the full length of the joint and to the design depth of the center of the backer rod will be required. The nozzle shall be held at an angle of 30-90 degrees to the joint face, at a distance of 1 - 2 in. (25-50 mm).

For portland cement concrete and polymer concrete surfaces, sandblasting will be considered acceptable when both joint faces have a roughened surface with clean, exposed aggregate. The surface shall be free of foreign matter or plastic residue.

For steel surfaces, sandblasting will be considered acceptable when the steel surfaces have been cleaned to an SSPC-SP10 degree of cleanliness.

After sandblasting is completed, the joint shall be cleaned of debris using compressed air with a minimum pressure of 90 psi (620 kPa). The air compressor shall be equipped with traps to prevent the inclusion of water and/or oil in the air line.

(2) Priming. Priming shall be according to the manufacturer's instructions. This operation will immediately follow sandblasting and cleaning, and will only be permitted to proceed when the air and substrate temperatures are at least  $41^{\circ}F$  (5°C) and rising. Sandblasting, priming and sealing shall be performed on the same day. Surfaces to be primed shall be primed using a brush applied primer. For steel surfaces, when specified per the manufacturer's instructions, the primer shall be allowed to cure before proceeding. The minimum cure time shall be extended according to the manufacturer's recommendations when the substrate temperature is below  $60^{\circ}F$  ( $15^{\circ}C$ ).

The primer shall be supplied in original containers and shall have a "use-by" date clearly marked on them. Only primer, freshly poured from the original container into clean pails will be permitted. The primer shall be used immediately. All primer left in the pail after priming shall be disposed of and shall not be reused.

- (b) Joint Installation:
  - (1) Backer Rod Placement. The backer rod shall be installed to a uniform depth as specified on the plans and as recommended by the manufacturer. All splices in the backer rod shall be taped to prevent material loss during sealing. The backer rod shall be installed to within 1/8 in. (3 mm) tolerance prior to sealing.
  - (2) Sealant Placement. The sealant shall be 1/2 in. (13 mm) thick within ± 1/8 in. (3 mm) tolerance as measured in the center of the joint at the thinnest point. The sealant thickness shall be measured during installation every ±2 ft. (±600 mm). Adjustments to correct sealant thickness to within tolerance shall be made immediately before the sealant begins to set up. Sealant placement will only be permitted when the air and substrate temperatures are above 41°F (5°C) and 5°F (2.8°C) above the dew point. The joint shall be kept clean and dry during sealing. If the joint becomes wet and/or dirty during sealing, the operation shall stop until the joint has been restored to a clean and dry state.

Sealing shall be performed using a pneumatic gun approved by the sealant manufacturer. Prior to sealing, the gun shall be inspected to insure that it is in proper working order and that it is being operated at the recommended air pressure.

The gun shall demonstrate proper mixing action before sealant is placed in the joint. All unmixed sealant found in the joint shall be removed and replaced.

After the Engineer has determined that the pneumatic gun is functioning properly, the joint shall be sealed to the thickness and depth as shown on the plans. The sealant shall achieve initial set before opening the joint to traffic.

End of seal treatment at vertical faces of curbs, sidewalks or parapets shall be as recommended by the manufacturer and as shown on the plans.

Sealant placed incorrectly shall be removed and replaced by the Contractor.

(3) Field Testing. A minimum of one joint per bridge per joint configuration will be tested by the Engineer by performing a "Pull Test". The sealant shall cure for a minimum of 24 hours before testing. The locations for the tests will be determined by the Engineer. The tests will be performed per the manufacturer's instructions. As part of the test, the depth and thickness of the sealant will be verified. All joint system installations failing to meet the specifications shall be removed and replaced, by the Contractor, to the satisfaction of the Engineer. In addition, the Pull Test is a destructive test; the Contractor shall repair the joint after completion of the test per the manufacturer's instructions.

<u>Method of Measurement</u>. The installed joint sealer will be measured in feet (meters) along the centerline of the joint.

<u>Basis of Payment</u>. The silicone joint sealer measured as specified will be paid for at the contract unit price per foot (meter) for SILICONE JOINT SEALER, of the size specified. When a polymer concrete nosing is specified it shall not be included in this item but will be paid for according to the Special Provision for "Polymer Concrete".

## STRUCTURAL REPAIR OF CONCRETE

Effective: March 15, 2006

Revised: October 15, 2011

Description. This work shall consist of structurally repairing concrete.

Materials. Materials shall be according to the following.

Item	Article/Section
(a) Portland Cement Concrete (Note 1)	1020
(b) R1 or R2 Mortar (Note2)	
(c) Normal Weight Concrete (Note 3)	
(d) Shotcrete (High Performance) (Note 4)	
(e) Reinforcement Bars	1006.10
(f) Anchor Bolts	1006.09
(g) Water	1002
(h) Curing Compound (Type I)	1022.01
(i) Cotton Mats	1022.02
(j) Protective Coat	1023.01
(k) Epoxy (Note 5)	1025
(I) Mechanical Bar Splicers	508.06(c)

Note 1. The concrete shall be Class SI, except the cement factor shall be a minimum 6.65 cwt/cu. yd. (395 kg/cu. m), the coarse aggregate shall be a CA 16, and the strength shall be a minimum 4000 psi (27,500 kPa) compressive or 675 psi (4650 kPa) flexural at 14 days. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump, but the cement factor shall not be reduced. This cement factor restriction shall also apply if a water-reducing admixture is used.

- Note 2. The R1 or R2 mortar shall be from the Department's approved list of Packaged, Dry, Rapid Hardening, Cementitious Materials for Concrete Repairs with coarse aggregate added. The amount of coarse aggregate added to the R1 or R2 Mortar shall be per the manufacturer's recommendations. The coarse aggregate gradation shall be CA 16 from an Aggregate Gradation Control System source or a packaged aggregate meeting Article 1004.02 with a maximum size of 1/2 in. (12.5 mm). The R1 or R2 Mortar and coarse aggregate mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump.
- Note 3. The packaged concrete mixture shall be from the Department's approved list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. Proportioning shall be according to ASTM C 387, except the minimum cement factor shall be 6.65 cwt/cu. yd. (395 kg/cu. m). Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump.
- Note 4. A packaged, pre-blended, and dry combination of materials, for the wet-mix shotcrete method shall be provided according to ASTM C 1480. An accelerator is prohibited, except the shotcrete may be modified at the nozzle with a non-chloride accelerator for overhead applications. The shotcrete shall be Type FA or CA, Grade FR, and Class I. The fibers shall be Type III synthetic according to ASTM C 1116.

The packaged shotcrete shall have a maximum water soluble chloride ion content of 0.06 % by weight (mass) of cement. The test shall be performed according to ASTM C 1218, and the hardened shotcrete shall have an age of 28 to 42 days at the time of test. The test shall be performed a minimum of once every two years.

Each individual aggregate used in the packaged shotcrete shall have either a maximum ASTM C 1260 expansion of 0.16 percent or a maximum ASTM C 1293 expansion of 0.040 percent. However, the ASTM C 1260 value may be increased to 0.27 percent for each individual aggregate if the cement total equivalent alkali content (Na₂O + 0.658K₂O) does not exceed 0.60 percent. As an alternative to these requirements, ASTM C 1567 testing which shows the packaged shotcrete has a maximum expansion of 0.16 percent may be submitted. The ASTM C 1260, C 1293, or C 1567 test shall be performed a minimum of once every two years.

The 7 and 28 day compressive strength requirements in ASTM C 1480 shall not apply. Instead the shotcrete shall obtain a minimum compressive strength of 4000 psi (27,500 kPa) at 14 days.

The packaged shotcrete shall be limited to the following proportions:

The portland cement and finely divided minerals shall be 6.05 cwt/cu. yd. (360 kg/cu. m) to 8.50 cwt/cu. yd (505 kg/cu. m) for Type FA and 6.05 cwt/cu. yd. (360 kg/cu. m) to 7.50 cwt/cu. yd. (445 kg/cu. m) for Type CA. The portland cement shall not be below 4.70 cwt/cu. yd. (279 kg/cu. m) for Type FA or CA.

The finely divided mineral(s) shall constitute a maximum of 35 percent of the total cement plus finely divided mineral(s).

Class F fly ash is optional and the maximum shall be 20 percent by weight (mass) of cement.

Class C fly ash is optional and the maximum shall be 25 percent by weight (mass) of cement.

Ground granulated blast-furnace slag is optional and the maximum shall be 30 percent by weight (mass) of cement.

Microsilica is required and shall be a minimum of 5 percent by weight (mass) of cement, and a maximum of 10 percent. As an alternative to microsilica, high-reactivity metakaolin may be used at a minimum of 5 percent by weight (mass) of cement, and a maximum of 10 percent.

Fly ash shall not be used in combination with ground granulated blast-furnace slag. Class F fly ash shall not be used in combination with Class C fly ash. Microsilica shall not be used in combination with high-reactivity metakaolin. A finely divided mineral shall not be used in combination with a blended hydraulic cement, except for microsilica or high-reactivity metakaolin.

The water/cement ratio as defined in Article 1020.06 shall be a maximum of 0.42.

The air content as shot shall be 4.0 - 8.0 percent.

Note 5. In addition ASTM C 881, Type IV, Grade 2 or 3, Class A, B, or C may be used.

Equipment. Equipment shall be according to Article 503.03 and the following.

Chipping Hammer – The chipping hammer for removing concrete shall be a light-duty pneumatic or electric tool with a 15 lb. (7 kg) maximum class or less.

Blast Cleaning Equipment – Blast cleaning equipment for concrete surface preparation shall be the abrasive type, and the equipment shall have oil traps.

Hydrodemolition Equipment – Hydrodemolition equipment for removing concrete shall be calibrated, and shall use water according to Section 1002.

High Performance Shotcrete Equipment – The batching, mixing, pumping, hose, nozzle, and auxiliary equipment shall be for the wet-mix shotcrete method, and shall meet the requirements of ACI 506R.

## **Construction Requirements**

<u>General</u>. The repair methods shall be either formed concrete repair or shotcrete. The repair method shall be selected by the Contractor with the following rules.

- (a) Rule 1. For formed concrete repair, a subsequent patch to repair the placement point after initial concrete placement will not be allowed. As an example, this may occur in a vertical location located at the top of the repair.
- (b) Rule 2. Formed concrete repair shall not be used for overhead applications.
- (c) Rule 3. Shotcrete shall not be used for column repairs greater than 4 in. (100 mm) in depth, or any repair location greater than 8 in. (205 mm) in depth. The only exception to this rule would be for a horizontal application, where the shotcrete may be placed from above in one lift.
- (d) Rule 4. If formed concrete repair is used for locations that have reinforcement with less than 0.75 in. (19 mm) of concrete cover, the concrete mixture shall contain fly ash or ground granulated blast-furnace slag at the maximum cement replacement allowed.

<u>Temporary Shoring or Cribbing</u>. When a temporary shoring or cribbing support system is required, the Contractor shall provide details and computations, prepared and sealed by an Illinois licensed Structural Engineer, to the Department for review and approval. When ever possible the support system shall be installed prior to starting the associated concrete removal. If no system is specified, but during the course of removal the need for temporary shoring or cribbing becomes apparent or is directed by the Engineer due to a structural concern, the Contractor shall not proceed with any further removal work until an appropriate and approved support system is installed.

<u>Concrete Removal</u>. The Contractor shall provide ladders or other appropriate equipment for the Engineer to mark the removal areas. Repair configurations will be kept simple, and squared corners will be preferred. The repair perimeter shall be sawed a depth of 1/2 in. (13 mm) or less, as required to avoid cutting the reinforcement. Any cut reinforcement shall be repaired or replaced at the expense of the Contractor. If the concrete is broken or removed beyond the limits of the initial saw cut, the new repair perimeter shall be recut. The areas to be repaired shall have all loose, unsound concrete removed completely by the use of chipping hammers, hydrodemolition equipment, or other methods approved by the Engineer. The concrete removal shall extend along the reinforcement bar until the reinforcement is free of bond inhibiting corrosion. The outermost layer of reinforcement bar within the repair area shall be undercut to a depth of 3/4 in. (19 mm) or the diameter of the reinforcement bar, whichever value is larger. The underlying transverse reinforcement bar shall also be undercut as previously described, unless the reinforcement is not corroded, and the reinforcement bar is encased and well bonded to the surrounding concrete.

If sound concrete is encountered before existing reinforcement bars are exposed, further removal of concrete shall not be performed unless the minimum repair depth is not met.

The repair depth shall be a minimum of 1 in. (25 mm). The substrate profile shall be  $\pm$  1/16 in. ( $\pm$  1.5 mm). The perimeter of the repair area shall have a vertical face.

If a repair is located at the ground line, any excavation required below the ground line to complete the repair shall be included in this work.

The Contractor shall have a maximum of 14 calendar days to complete each repair location with concrete or shotcrete, once concrete removal has started for the repair.

The Engineer shall be notified of concrete removal that exceeds 6 in. (150 mm) in depth, one fourth the cross section of a structural member, more than half the vertical column reinforcement is exposed in a cross section, more than 6 consecutive reinforcement bars are exposed in any direction, within 1.5 in. (38 mm) of a bearing area, or other structural concern. Excessive deterioration or removal may require further evaluation of the structure or installation of temporary shoring and cribbing support system.

<u>Surface Preparation</u>. Prior to placing the concrete or shotcrete, the Contractor shall prepare the repair area and exposed reinforcement by blast cleaning. The blast cleaning shall provide a surface that is free of oil, dirt, and loose material.

If a succeeding layer of shotcrete is to be applied, the initial shotcrete surface and remaining exposed reinforcement shall be free of curing compound, oil, dirt, loose material, rebound (i.e. shotcrete material leaner than the original mixture which ricochets off the receiving surface), and overspray. Preparation may be by lightly brushing or blast cleaning if the previous shotcrete surface is less than 36 hours old. If more than 36 hours old, the surface shall be prepared by blast cleaning.

The repair area and perimeter vertical face shall have a rough surface. Care shall be taken to ensure the perimeter sawcut is roughened. Just prior to concrete or shotcrete placement, saturate the repair area with water to a saturated surface-dry condition. Any standing water shall be removed.

Concrete or shotcrete placement shall be done within 3 calendar days of the surface preparation or the repair area shall be prepared again.

<u>Reinforcement.</u> Exposed reinforcement bars shall be cleaned of concrete and corrosion by blast cleaning. After cleaning, all exposed reinforcement shall be carefully evaluated to determine if replacement or additional reinforcement bars are required.

Reinforcing bars that have been cut or have lost 25 percent or more of their original cross sectional area shall be supplemented by new in kind reinforcement bars. New bars shall be lapped a minimum of 32 bar diameters to existing bars. A mechanical bar splicer shall be used when it is not feasible to provide the minimum bar lap. No welding of bars shall be performed.

Intersecting reinforcement bars shall be tightly secured to each other using 0.006 in. (1.6 mm) or heavier gauge tie wire, and shall be adequately supported to minimize movement during concrete placement or application of shotcrete.

For reinforcement bar locations with less than 0.75 in. (19 mm) of cover, protective coat shall be applied to the completed repair. The application of the protective coat shall be according to Article 503.19, 2nd paragraph, except blast cleaning shall be performed to remove curing compound.

The Contractor shall anchor the new concrete to the existing concrete with 3/4 in. (19 mm) diameter hook bolts for all repair areas where the depth of concrete removal is greater than 8 in. (205 mm) and there is no existing reinforcement extending into the repair area. The hook bolts shall be spaced at 15 in. (380 mm) maximum centers both vertically and horizontally, and shall be a minimum of 12 in. (305 mm) away from the perimeter of the repair. The hook bolts shall be installed according to Section 584.

<u>Repair Methods</u>. All repair areas shall be inspected and approved by the Engineer prior to placement of the concrete or application of the shotcrete.

(a) Formed Concrete Repair. Falsework shall be according to Article 503.05. Forms shall be according to Article 503.06. Formwork shall provide a smooth and uniform concrete finish, and shall approximately match the existing concrete structure. Formwork shall be mortar tight and closely fitted where they adjoin the existing concrete surface to prevent leakage. Air vents may be provided to reduce voids and improve surface appearance. The Contractor may use exterior mechanical vibration, as approved by the Engineer, to release air pockets that may be entrapped.

The concrete for formed concrete repair shall be a Class SI Concrete, or a packaged R1 or R2 Mortar with coarse aggregate added, or a packaged Normal Weight Concrete at the Contractor's option. The concrete shall be placed and consolidated according to Article 503.07. The concrete shall not be placed when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40 °F (4 °C). All repaired members shall be restored as close as practicable to their original dimensions.

Curing shall be done according to Article 1020.13.

If temperatures below  $45^{\circ}F$  (7°C) are forecast during the curing period, protection methods shall be used. Protection Method I according to Article 1020.13(d)(1), or Protection Method II according to Article 1020.13(d)(2) shall be used during the curing period.

The surfaces of the completed repair shall be finished according to Article 503.15.

(b) Shotcrete. Shotcrete shall be tested by the Engineer for air content according to Illinois Modified AASHTO T 152. Obtain the sample in a damp, non-absorbent container from the discharge end of the nozzle.

For compressive strength of shotcrete, a  $18 \times 18 \times 3.5$  in. ( $457 \times 457 \times 89$  mm) test panel shall be shot by the Contractor for testing by the Engineer. A steel form test panel shall have a minimum thickness of 3/16 in. (5 mm) for the bottom and sides. A wood form test panel shall have a minimum 3/4 in. (19 mm) thick bottom, and a minimum 1.5 in. (38 mm) thickness for the sides. The test panel shall be cured according to Article 1020.13 (a) (3) or (5) while stored at the jobsite and during delivery to the laboratory. After delivery to the laboratory for testing, curing and testing shall be according to ASTM C 1140.

The method of alignment control (i.e. ground wires, guide strips, depth gages, depth probes, and formwork) to ensure the specified shotcrete thickness and reinforcing bar cover is obtained shall be according to ACI 506R. Ground wires shall be removed after completion of cutting operations. Guide strips and formwork shall be of dimensions and a configuration that do not prevent proper application of shotcrete. Metal depth gauges shall be cut 1/4 in. (6 mm) below the finished surface. All repaired members shall be restored as close as practicable to their original dimensions.

For air temperature limits when applying shotcrete in cold weather, the first paragraph of Article 1020.14(b) shall apply. For hot weather, shotcrete shall not be applied when the air temperature is greater than 90°F (32°C). The applied shotcrete shall have a minimum temperature of 50°F (10°C) and a maximum temperature of 90°F (32°C). The shotcrete shall not be applied during periods of rain unless protective covers or enclosures are installed. The shotcrete shall not be applied when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40°F (4°C). If necessary, lighting shall be provided to provide a clear view of the shooting area.

The shotcrete shall be applied according to ACI 506R, and shall be done in a manner that does not result in cold joints, laminations, sandy areas, voids, sags, or separations. In addition, the shotcrete shall be applied in a manner that results in maximum densification of the shotcrete. Shotcrete which is identified as being unacceptable while still plastic shall be removed and re-applied.

The nozzle shall normally be at a distance of 2 to 5 ft. (0.6 to 1.5 m) from the receiving surface, and shall be oriented at right angles to the receiving surface. Exceptions to this requirement will be permitted to fill corners, encase large diameter reinforcing bars, or as approved by the Engineer. For any exception, the nozzle shall never be oriented more than 45 degrees from the surface. Care shall be taken to keep the front face of the reinforcement bar clean during shooting operations. Shotcrete shall be built up from behind the reinforcement bar. Accumulations of rebound and overspray shall be continuously removed prior to application of new shotcrete. Rebound material shall not be incorporated in the work.

Whenever possible, shotcrete shall be applied to the full thickness in a single layer. The maximum thickness shall be 4 in. (100 mm) unless the shotcrete is applied from above on a horizontal surface, or a thicker application is approved by the Engineer. When two or more layers are required, the minimum number shall be used and shall be done in a manner without sagging or separation. A flash coat (i.e. a thin layer of up to 1/4 in. (6 mm) applied shotcrete) may be used as the final lift for overhead applications.

Prior to application of a succeeding layer of shotcrete, the initial layer of shotcrete shall be prepared according to the surface preparation and reinforcement bar cleaning requirements. Upon completion of the surface preparation and reinforcement bar treatment, water shall be applied according to the surface preparation requirements unless the surface is moist. The second layer of shotcrete shall then be applied within 30 minutes.

Shotcrete shall be cut back to line and grade using trowels, cutting rods, screeds or other suitable devices. The shotcrete shall be allowed to stiffen sufficiently before cutting. Cutting shall not cause cracks or delaminations in the shotcrete. For depressions, cut material may be used for small areas. Rebound material shall not be incorporated in the work. For the final finish, a wood float shall be used to approximately match the existing concrete texture. All repaired members shall be restored as close as practicable to their original dimensions.

Contractor operations for curing shall be continuous with shotcrete placement and finishing operations. The Engineer may require modification of operations to ensure satisfactory results are obtained. Cotton mats shall be applied according to Article 1020.13(a)(5) except the exposed layer of shotcrete shall be covered within 10 minutes after finishing, and wet curing shall begin immediately. As an alternative to this method, Type I curing compound shall be applied according to Article 1020.13(a)(4) within 10 minutes and moist curing with cotton mats shall begin within 3 hours. For overhead applications where the final shotcrete layer has been applied, the Contractor has the option to use Type I curing compound in lieu of the cotton mats. Note 5 of the Index Table in Article 1020.13 shall apply to the membrane curing method. The curing compound shall be applied according to Article 1020.13(a)(4).

When a shotcrete layer is to be covered by a succeeding shotcrete layer within 36 hours, the repair area shall be protected with intermittent hand fogging, or wet curing with either burlap or cotton mats shall begin within 10 minutes. Intermittent hand fogging may be used only for the first hour. Thereafter, wet curing with burlap or cotton mats shall be used until the succeeding shotcrete layer is applied. Intermittent hand fogging may be extended to the first hour and a half if the succeeding shotcrete layer is applied by the end of this time.

The curing period shall be for 7 days, except when there is a succeeding layer of shotcrete. In this instance, the initial shotcrete layer shall be cured until the surface preparation and reinforcement bar treatment is started.

If temperatures below  $45^{\circ}F$  (7°C) are forecast during the curing period, protection methods shall be used. Protection Method I according to Article 1020.13(d)(1), or Protection Method II according to Article 1020.13(d)(2) shall be used during the curing period

<u>Inspection of Completed Work</u>. The Contractor shall provide ladders or other appropriate equipment for the Engineer to inspect the repaired areas. After curing but no sooner than 28 days after placement of concrete or shooting of shotcrete, the repair shall be examined for conformance with original dimensions, cracks, voids, and delaminations. Sounding for delaminations will be done with a hammer or by other methods determined by the Engineer.

The repaired area shall be removed and replaced, as determined by the Engineer, for nonconformance with original dimensions, surface cracks greater than 0.01 in. (0.25 mm) in width, map cracking with a crack spacing in any direction of 18 in. (0.45 m) or less, voids, or delaminations.

If a nonconforming repair is allowed to remain in place, cracks 0.01 in. (0.25 mm) or less shall be repaired with epoxy according to Section 590. For cracks less than 0.007 in. (2 mm), the epoxy may be applied to the surface of the crack. Voids shall be repaired according to Article 503.15.

<u>Publications and Personnel Requirements</u>. The Contractor shall provide a current copy of ACI 506R to the Engineer a minimum of one week prior to start of construction.

The shotcrete personnel who perform the work shall have current American Concrete Institute (ACI) nozzlemen certification for vertical wet and overhead wet applications, except one individual may be in training. This individual shall be adequately supervised by a certified ACI nozzlemen as determined by the Engineer. A copy of the nozzlemen certificate(s) shall be given to the Engineer.

<u>Method of Measurement</u>. This work will be measured for payment in place and the area computed in square feet (square meters). For a repair at a corner, both sides will be measured.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per square foot (square meter) for STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN. (125 MM), STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN. (125 MM).

When not specified to be paid for elsewhere, the work to design, install, and remove the temporary shoring and cribbing will be paid for according to Article 109.04.

With the exception of reinforcement damaged by the Contractor during removal, the furnishing and installation of supplemental reinforcement bars, mechanical bar splicers, hook bolts, and protective coat will be paid according to Article 109.04.

## FLOOR DRAIN EXTENSION

Effective: February 1, 1996 Revised: April 7, 1998

## Description.

This work consists of the furnishing and installing extensions on the existing bridge deck drains at locations and as detailed on the plans and as directed by the Engineer.

## Construction Requirements.

The drains shall be fabricated from material as shown on the plans and is to be bent and/or formed according to the dimensions shown on the plans. The Contractor shall verify all plan dimensions prior to fabrication of the extensions. The extensions shall be braced as shown on the plans and the cost of all supporting members shall be included in the cost of FLOOR DRAIN EXTENSIONS.

## Basis of Payment.

This work will be paid for at the contract unit price Each for FLOOR DRAIN EXTENSION, which price shall include all material and labor to satisfactorily complete the work.

## AGREEMENT TO PLAN QUANTITY (BDE)

Effective: January 1, 2012

Revise the second paragraph of Article 202.07(a) of the Standard Specifications to read:

"When the plans or work have been altered, or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party shall, before any work is started which would affect the measurement, have the right to request in writing and thereby cause the quantities involved to be measured. When plan quantities are revised by the issuance of revised plan sheets that are made part of the contract, and the Contractor and the Engineer have agreed in writing that the revised quantities are accurate, no further measurement will be required and payment will be made for the revised quantities shown."

## AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)

Effective: January 1, 2008

<u>Description</u>. This work shall consist of furnishing and operating automated flagger assistance devices (AFADs) as part of the work zone traffic control and protection for two-lane highways where two-way traffic is maintained over one lane of pavement. Use of these devices shall be at the option of the Contractor.

<u>Equipment</u>. AFADs shall be according to the FHWA memorandum, "MUTCD - Revised Interim Approval for the use of Automated Flagger Assistance Devices in Temporary Traffic Control Zones (IA-4R)", dated January 28, 2005. The devices shall be mounted on a trailer or a moveable cart and shall meet the requirements of NCHRP 350, Category 4.

The AFAD shall be the Stop/Slow type. This device uses remotely controlled "STOP" and "SLOW" signs to alternately control right-of-way.

Signs for the AFAD shall be according to Article 701.03 of the Standard Specifications and the MUTCD. The signs shall be  $24 \times 24$  in. (600 x 600 mm) having an octagon shaped "STOP" sign on one side and a diamond shaped "SLOW" sign on the opposite side. The letters on the signs shall be 8 in. (200 mm) high. If the "STOP" sign has louvers, the full sign face shall be visible at a distance of 50 ft (15 m) and greater.

The signs shall be supplemented with one of the following types of lights.

- (a) Flashing Lights. When flashing lights are used, white or red flashing lights shall be mounted within the "STOP" sign face and white or yellow flashing lights within the "SLOW" sign face.
- (b) Stop and Warning Beacons. When beacons are used, a stop beacon shall be mounted 24 in. (600 mm) or less above the "STOP" sign face and a warning beacon mounted 24 in. (600 mm) or less above, below, or to the side of the "SLOW" sign face. As an option, a Type B warning light may be used in lieu of the warning beacon.

A "WAIT ON STOP" sign shall be placed on the right hand side of the roadway at a point where drivers are expected to stop. The sign shall be  $24 \times 30$  in. (600 x 750 mm) with a black legend and border on a white background. The letters shall be at least 6 in. (150 mm) high.

This device may include a gate arm or mast arm that descends to a horizontal position when the "STOP" sign is displayed and rises to a vertical position when the "SLOW" sign is displayed. When included, the end of the arm shall reach at least to the center of the lane being controlled. The arm shall have alternating red and white retroreflective stripes, on both sides, sloping downward at 45 degrees toward the side on which traffic will pass. The stripes shall be 6 in. (150 mm) in width and at least 2 in. (50 mm) in height.

<u>Flagging Requirements</u>. Flaggers and flagging requirements shall be according to Article 701.13 of the Standard Specifications and the following.

AFADs shall be placed at each end of the traffic control, where a flagger is shown on the plans. The flaggers shall be able to view the face of the AFAD and approaching traffic during operation.

To stop traffic, the "STOP" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall descend to a horizontal position. To permit traffic to move, the "SLOW" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall rise to a vertical position.

If used at night, the AFAD location shall be illuminated according to Section 701 of the Standard Specifications.

When not in use, AFADs will be considered nonoperating equipment and shall be stored according to Article 701.11 of the Standard Specifications.

<u>Basis of Payment</u>. This work will not be paid for separately but shall be considered as included in the cost of the various traffic control items included in the contract.

CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009

Revised: January 2, 2012

<u>Diesel Vehicle Emissions Control</u>. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall certify that only ULSD will be used in all jobsite equipment. The certification shall be presented to the Department prior to the commencement of the work.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

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

## CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

<u>Idling Restrictions</u>. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.

9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: August 2, 2011

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

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

<u>CONTRACTOR ASSURANCE</u>. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **4.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The names and addresses of DBE firms that will participate in the contract;
  - (2) A description, including pay item numbers, of the work each DBE will perform;
  - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
  - (5) if the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
  - (6) If the contract goal if not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere pro forma efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and

telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

(a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.

- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owneroperator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

<u>CONTRACT COMPLIANCE</u>. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall be come the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement.

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217)785-4611. Telefax number (217)785-1524.
- (b) <u>TERMINATION OR REPLACEMENT</u>. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
  - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

(10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

- (f) <u>PAYMENT RECORDS</u>. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the BDE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) <u>ENFORCEMENT</u>. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

## ERRATA FOR THE 2012 STANDARD SPECIFICATIONS (BDE)

Effective: April 1, 2012

Revised: August 1, 2012

- Page 182 Article 354.12. In the second line of the first paragraph change "Article 353.12" to "Article 353.13".
- Page 183 Article 355.10. In the second line of the first paragraph change "Article 353.12" to "Article 353.13".
- Page 185 Article 356.10. In the second line of the first paragraph change "Article 353.12" to "Article 353.13".
- Page 337 Article 505.04. Revise the subparagraph "(i) Match Making." to "(i) Match Marking.".
- Page 360 Article 506.07. In the first line of the second paragraph change "AASHTO/AWS D1.5/D1.5:" to "AASHTO/AWS D1.5M/D1.5:".
- Page 361 Article 506.08. In the third line of the sixth paragraph change "506.08(a)" to "506.08(b)".
- Page 531 Article 609.07. In the first paragraph delete "TYPE B, C, or D INLET BOX STANDARD 609001 or".
- Page 601 Article 701.18(h). In the first line of the first paragraph change "Standard 701426." "Standard 701426 and 701427.".
- Page 609 Article 703.05. In the first line of the second paragraph delete "or Type II".
- Page 989 Article 1083.02(a). In the seventh line of the first paragraph change "Table 14.7.5.2-2" to "Table 14.7.5.2-1".
- Page 1019 Article 1095.01(b)(1)e. In the table for daylight reflectance for the color yellow, change "75 % min." to "45 % min.".

## FLAGGER AT SIDE ROADS AND ENTRANCES (BDE)

Effective: April 1, 2009

Revise the second paragraph of Article 701.13(a) of the Standard Specifications to read:

"The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer."

Revise the first and second paragraph of Article 701.20(i) of the Standard Specifications to read:

"Signs, barricades, or other traffic control devices required by the Engineer over and above those specified will be paid for according to Article 109.04. All flaggers required at side roads and entrances remaining open to traffic including those that are shown on the Highway Standards and/or additional barricades required by the Engineer to close side roads and entrances will be paid for according to Article 109.04."

# FRICTION AGGREGATE (BDE)

Effective: January 1, 2011

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

- "(4)Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
  - a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
  - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase."

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

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

Use	Mixture	Aggregates Allowed					
Class A	Seal or Cover	Allowed Alone or in Combination:					
		Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete					
HMA All Other	Stabilized Subbase or Shoulders	Allowed Alone or in Combination: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete					
HMA High ESAL Low ESAL	Binder IL-25.0, IL-19.0, or IL-19.0L SMA Binder	Allowed Alone or in Combination:         Crushed Gravel         Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone         Crushed Sandstone         Crushed Slag (ACBF)         Crushed Concrete ^{3/}					

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

Use	Mixture	Aggregates Allowe	ed						
HMA	C Surface and	Allowed Alone or i	in Combination:						
High ESAL Low ESAL	Leveling Binder IL-12.5,IL-9.5, or IL-9.5L SMA Ndesign 50 Surface	Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}							
НМА	D Surface and	Allowed Alone or i	in Combination:						
High ESAL	Leveling Binder IL-12.5 or IL-9.5 SMA Ndesign 50 Surface	Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{5/} Crushed Steel Slag ^{4/5/} Crushed Concrete ^{3/}							
		Other Combination							
		Up to	With						
		25% Limestone	Dolomite						
		50% Limestone	Any Mixture D aggregat other than Dolomite						
		75% Limestone	Crushed Slag (ACBF) ^{5/} or Crushed Sandstone						
HMA	E Surface	Allowed Alone or i	in Combination:						
High ESAL	IL-12.5 or IL-9.5 SMA Ndesign 80 Surface	Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{5/} Crushed Steel Slag ^{5/} Crushed Concrete ^{3/}							
		No Limestone.							
		Other Combination							
		Up to $50\%$ Delemite ^{2/}	With						
		50% Dolomite ^{2/}	Any Mixture E aggregate						
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF) ^{5/} , Crushed Steel Slag ^{5/} , or Crystalline Crushed Stone						
		75% Crushed Gravel or Crushed Concrete ^{3/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF) ^{5/} , or Crushed Steel Slag ^{5/}						

Use	Mixture	Aggregates Allowed									
HMA High ESAL	F Surface IL-12.5 or	Allowed Alone or in	n Combination:								
Thigh LOAL	IL-9.5	Crystalline Crushed									
	SMA	Crushed Slag (ACBF) ^{5/}									
	Ndesign 80 Surface	Crushed Steel Slag ^{5/} No Limestone.									
		Other Combination	s Allowed:								
		Up to	With								
		50% Crushed Gravel, Crushed Concrete ^{3/} , or Dolomite ^{2/}	5/ , , ,								

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When either slag is used, the blend percentages listed shall be by volume."

# HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010

Revised: April 1, 2012

<u>Description</u>. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

<u>Quality Control/Quality Assurance (QC/QA)</u>. Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

a. Confined Edge. Each confined edge density shall be represented by a oneminute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test. b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 - 97.4%	91.0%
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 - 96.0%	90.0%
IL-9.5,IL-9.5L, IL-12.5	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 - 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 - 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 - 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%"

# PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

# Revised: January 1, 2006

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

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

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

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

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

# PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: January 2, 2012

Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"IV.COMPLIANCE WITH THE PREVAILING WAGE ACT

- Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
- 2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of three years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department; the Department of Labor; and Federal, State or local law enforcement agencies and prosecutors.

3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor, or an officer, employee or officer thereof, which avers that: (i) he or she has examined the records and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

# PORTLAND CEMENT CONCRETE (BDE)

Effective: January 1, 2012

Revise Notes 1 and 2 of Article 312.24 of the Standard Specifications to read:

- "Note 1. Coarse aggregate shall be gradation CA 6, CA 7, CA 9, CA 10, or CA 11, Class D quality or better. Article 1020.05(d) shall apply.
- Note 2. Fine aggregate shall be FA 1 or FA 2. Article 1020.05(d) shall apply."

Revise the first paragraph of Article 312.26 of the Standard Specifications to read:

**"312.26 Proportioning and Mix Design.** At least 60 days prior to start of placing CAM II, the Contractor shall submit samples of materials for proportioning and testing. The mixture shall contain a minimum of 200 lb (90 kg) of cement per cubic yard (cubic meter). Portland cement may be replaced with fly ash according to Article 1020.05(c)(1). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply and a Level III PCC Technician shall develop the mix design."

Revise the second paragraph of Article 503.22 of the Standard Specifications to read:

Other cast-in-place concrete for structures will be paid for at the contract unit price per cubic yard (cubic meter) for CONCRETE HANDRAIL, CONCRETE ENCASEMENT, and SEAL COAT CONCRETE."

Add the following to Article 1003.02 of the Standard Specifications:

- (e) Alkali Reaction.
  - (1) ASTM C 1260. Each fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II portland cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.03 percent will be assigned to limestone or dolomite fine aggregates (manufactured stone sand). However, the Department reserves the right to perform the ASTM C 1260 test.
  - (2) ASTM C 1293 by Department. In some instances, such as chert natural sand or other fine aggregates, testing according to ASTM C 1260 may not provide accurate test results. In this case, the Department may only test according to ASTM C 1293.
  - (3) ASTM C 1293 by Contractor. If an individual aggregate has an ASTM C 1260 expansion value that is unacceptable to the Contractor, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The laboratory performing the ASTM C 1293 test shall be approved by the Department according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Laboratory Requirements for Alkali-Silica Reactivity (ASR) Testing".

The ASTM C 1293 test shall be performed with Type I or II portland cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container, wick of absorbent material, or amount of coverage inside the container with blotting paper, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly. If the aggregate is manufactured into multiple gradation numbers, and the other gradation numbers have the same or lower ASTM C 1260 value, the ASTM C 1293 test result may apply to multiple gradation numbers.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 test result. When the Contractor performs the test, a split sample shall be provided to the Engineer. The Engineer may also independently obtain a sample at any time. The aggregate will be considered reactive if the Contractor or Engineer obtains an expansion value of 0.040 percent or greater.

Revise Article 1004.02(d) of the Standard Specifications to read:

"(d)Combining Sizes. Each size shall be stored separately and care shall be taken to prevent them from being mixed until they are ready to be proportioned. Separate compartments shall be provided to proportion each size.

- (1) When Class BS concrete is to be pumped, the coarse aggregate gradation shall have a minimum of 45 percent passing the 1/2 in. (12.5 mm) sieve. The Contractor may combine two or more coarse aggregate sizes, consisting of CA 7, CA 11, CA 13, CA 14, and CA 16, provided a CA 7 or CA 11 is included in the blend.
- (2) If the coarse aggregate is furnished in separate sizes, they shall be combined in proportions to provide a uniformly graded coarse aggregate grading within the following limits.

Class	Combined	Sieve Size and Percent Passing									
of	Sizes	2 1/2	2	1 3/4	1 1/2	1	1/2	No.			
Concrete ^{1/}	01200	in.	in.	in.	in.	in.	in.	4			
PV 2/											
	CA 5 & CA 7			100	98±2	72±22	22±12	3±3			
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3			
SI and SC ^{2/}											
	CA 3 & CA 7	100	95±5			55±25	20±10	3±3			
	CA 3 & CA 11	100	95±5			55±25	20±10	3±3			
	CA 5 & CA 7			100	98±2	72±22	22±12	3±3			
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3			

Class	Combined	Si	eve Siz	e (met	ric) and	Percen	t Passir	ng
of	Sizes	63	50	45	37.5	25	12.5	4.75
Concrete 1/	01200	mm	mm	mm	mm	mm	mm	mm
PV 2/								
	CA 5 & CA 7			100	98±2	72±22	22±12	3±3
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3
SI and SC ^{2/}								
	CA 3 & CA 7	100	95±5			55±25	20±10	3±3
	CA 3 & CA 11	100	95±5			55±25	20±10	3±3
	CA 5 & CA 7			100	98±2	72±22	22±12	3±3
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3

- 1/ See Table 1 of Article 1020.04.
- 2/ Any of the listed combination of sizes may be used."

Add the following to Article 1004.02 of the Standard Specifications:

- (g) Alkali Reaction.
  - (1) Each coarse aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II portland cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates. However, the Department reserves the right to perform the ASTM C 1260 test.
  - (2) ASTM C 1293 by Department. In some instances testing a coarse aggregate according to ASTM C 1260 may not provide accurate test results. In this case, the Department may only test according to ASTM C 1293.
  - (3) ASTM C 1293 by Contractor. If an individual aggregate has an ASTM C 1260 expansion value that is unacceptable to the Contractor, an ASTM C 1293 test may be performed by the Contractor according to Article 1003.02(e)(3).

Revise the first paragraph of Article 1019.06 of the Standard Specifications to read:

"**1019.06 Contractor Mix Design.** A Contractor may submit their own mix design and may propose alternate fine aggregate materials, fine aggregate gradations, or material proportions. Article 1020.05(a) shall apply and a Level III PCC Technician shall develop the mix design."

Revise Section 1020 of the Standard Specifications to read:

## **"SECTION 1020.** PORTLAND CEMENT CONCRETE

**1020.01 Description.** This item shall consist of the materials, mix design, production, testing, curing, low air temperature protection, and temperature control of concrete.

**1020.02** Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	
(b) Water	
(c) Fine Aggregate	
(d) Coarse Aggregate	
(e) Concrete Admixtures	
(f) Finely Divided Minerals	
(g) Concrete Curing Materials	
(h) Straw	
(i) Calcium Chloride	

**1020.03** Equipment. Equipment shall be according to the following.

Item	Article/Section
(a) Concrete Mixers and Trucks	
(b) Batching and Weighing Equipment	
(c) Automatic and Semi-Automatic Batching Equipment	
(d) Water Supply Equipment	
(e) Membrane Curing Equipment	
(f) Mobile Portland Cement Concrete Plants	

**1020.04** Concrete Classes and General Mix Design Criteria. The classes of concrete shown in Table 1 identify the various mixtures by the general uses and mix design criteria. If the class of concrete for a specific item of construction is not specified, Class SI concrete shall be used.

For the minimum cement factor in Table 1, it shall apply to portland cement, portlandpozzolan cement, and portland blast-furnace slag except when a particular cement is specified in the Table. The Contractor shall not assume that the minimum cement factor indicated in Table 1 will produce a mixture that will meet the specified strength. In addition, the Contractor shall not assume that the maximum finely divided mineral allowed in a mix design according to Article 1020.05(c) will produce a mixture that will meet the specified strength. The Contractor shall select a cement factor within the allowable range that will obtain the specified strength. The Contractor shall take into consideration materials selected, seasonal temperatures, and other factors which may require the Contractor to submit multiple mix designs.

For a portland-pozzolan cement, portland blast-furnace slag cement, or when replacing portland cement with finely divided minerals per Articles 1020.05(c) and 1020.05(d), the portland cement content in the mixture shall be a minimum of 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). When calculating the portland cement portion in the portland-pozzolan or portland blast-furnace slag cement, the AASHTO M 240 tolerance may be ignored.

Special classifications may be made for the purpose of including the concrete for a particular use or location as a separate pay item in the contract. The concrete used in such cases shall conform to this section.

	TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA												
Class of Conc.	Use	Specification Section Reference	Cement Factor cwt/cu yd (3)		Water / Cement Ratio Ib/Ib	S I m p in.	Mix Design Compressive Strength (Flexural Strength) psi, minimum Days		ve ngth) um	Air Content %	Coarse Aggregate Gradations (14)		
			Min.	Max		(4)	3	14	28				
PV	Pavement Base Course Base Course Widening Driveway Pavement Shoulders Shoulder Curb	420 or 421 353 354 423 483 662	5.65 (1) 6.05 (2)	7.05	0.32 - 0.42	2 - 4 (5)	Ty III 3500 (650)	3500 (650)		5.0 - 8.0	CA 5 & CA 7, CA 5 & CA 11, CA 7, CA 11, or CA 14		
PP	Pavement Patching Bridge Deck Patching (10)	442					3200 (600) Article 701.17(e)(3)b.						
	PP-1		6.50 6.20 (Ty III)	7.50 7.20 (Ty III)	0.32 - 0.44	2 - 4	at	at 48 hours		4.0 - 7.0	CA 7, CA 11, CA 13, CA 14,		
	PP-2		7.35	7.35	0.32 - 0.38	2 - 6	а	t 24 houi	ſS	4.0 - 6.0	or CA 16		
	PP-3		7.35 (Ty III) (8)	7.35 (Ty III) (8)	0.32 - 0.35		a	t 16 houi	rs	4.0 - 6.0			
	PP-4		6.00 (9)	6.25 (9)	0.32 - 0.50	2 - 6	á	at 8 hour	s	4.0 - 6.0			
	PP-5		6.75 (9)	6.75 (9)	0.32 - 0.40	2 - 8	a	at 4 hour	S	4.0 - 6.0	CA 13, CA 14, or CA 16		
RR	Railroad Crossing	422	6.50 6.20 (Ty III)	7.50 7.20 (Ty III)	0.32 - 0.44	2 - 4		500 (650 t 48 houi		4.0 - 7.0	CA 7, CA 11, or CA 14		
BS	Bridge Superstructure Bridge Approach Slab	503	6.05	7.05	0.32 - 0.44	2 - 4 (5)		4000 (675)		5.0 - 8.0	CA 7, CA 11, or CA 14 (7)		
PC	Various Precast Concrete Items Wet Cast Dry Cast	1042	5.65 5.65 (TY III)	7.05 7.05 (TY III)	0.32 - 0.44 0.25 - 0.40	1 - 4 0 - 1	See	Section		5.0 - 8.0 N/A	CA7, CA11,CA 13, CA 14, CA 16, or CA 7 & CA 16		
PS	Precast Prestressed Members Precast Prestressed Piles and Extensions Precast Prestressed Sight Screen	504 512 639	5.65 5.65 (TY III)	7.05 7.05 (TY III)	0.32 - 0.44	1 - 4			Plans 5000 3500	5.0 - 8.0	CA 11 (11), CA 13, CA 14 (11), or CA 16		

	TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA											
Class of Conc.	Use	Specification Section Reference	on Cement Factor		Water / Cement Ratio Ib/Ib	Cement u Ratio m p		Mix Design Compressive Strength (Flexural Strength) psi, minimum Days			Coarse Aggregate Gradations (14)	
			Min.	Max		(4)	3	14	28			
DS	Drilled Shaft (12) Metal Shell Piles (12) Sign Structures Drilled Shaft (12) Light Tower Foundation (12)	516 512 734 837	6.65	7.05	0.32 - 0.44	6 - 8 (6)		4000 (675)		5.0 - 8.0	CA 13, CA 14, CA 16, or a blend of these gradations.	
SC	Seal Coat	503	5.65 (1) 6.05 (2)	7.05	0.32 - 0.44	3 - 5		3500 (650)			CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 7 & CA 11, CA 7, or CA 11,	
SI	Structures (except Superstructure) Sidewalk Slope Wall Encasement Box Culverts End Section and Collar Curb, Gutter, Curb & Gutter, Median, and Paved Ditch Concrete Barrier Sign Structures Spread Footing Concrete Foundation Pole Foundation (12) Traffic Signal Foundation Drilled Shaft (12) Square or Rectangular	503 424 511 512 540 542 606 637 734 836 878	5.65 (1) 6.05 (2)	7.05	0.32 - 0.44	2 - 4 (5)		3500 (650)		5.0 - 8.0	CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 5 & CA 11, CA 7, CA 11, CA 13, CA 14, or CA 16 (13)	

#### Notes: (1) Central-mixed.

- (2) Truck-mixed or shrink-mixed. Shrink-mixed concrete will not be permitted for Class PV concrete.
- (3) For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, the cement factor shall be increased by ten percent.
- (4) The maximum slump may be increased to 7 in. when a high range water-reducing admixture is used for all classes of concrete, except Class PV, SC, and PP. For Class SC, the maximum slump may be increased to 8 in. For Class PP-1, the maximum slump may be increased to 6 in. For Class PS, the 7 in. maximum slump may be increased to 8 1/2 in. if the high range water-reducing admixture is the polycarboxylate type.
- (5) The slump range for slipform construction shall be 1/2 to 1 1/2 in.
- (6) If concrete is placed to displace drilling fluid, or against temporary casing, the slump shall be 8 10 in. at the point of placement. If a water-reducing admixture is used in lieu of a high range water-reducing admixture according to Article 1020.05(b)(7), the slump shall be 2 4 in.
- (7) For Class BS concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching.
- (8) In addition to the Type III portland cement, 100 lb/cu yd of ground granulated blast-furnace slag and 50 lb/cu yd of microsilica (silica fume) shall be used. For an air temperature greater than 85 °F, the Type III portland cement may be replaced with Type I or II portland cement.
- (9) The cement shall be a rapid hardening cement from the Department's "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs" for PP-4 and calcium aluminate cement for PP-5.
- (10) For Class PP concrete used in bridge deck patching, the aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching. In addition, the mix design shall have 72 hours to obtain a 4,000 psi compressive or 675 psi flexural strength for all PP mix designs.
- (11) The nominal maximum size permitted is 3/4 in. Nominal maximum size is defined as the largest sieve which retains any of the aggregate sample particles.
- (12) The concrete mix shall be designed to remain fluid throughout the anticipated duration of the pour plus one hour. At the Engineer's discretion, the Contractor may be required to conduct a minimum 2 cu yd trial batch to verify the mix design.
- (13) CA 3 or CA 5 may be used when the nominal maximum size does not exceed two-thirds the clear distance between parallel reinforcement bars, or between the reinforcement bar and the form. Nominal maximum size is defined in Note 11.
- (14) Alternate combinations of gradations sizes may be used with the approval of the Engineer. Refer also to Article 1004.02(d) for additional information on combining sizes.

	Т	ABLE 1. CLA	ASSES OF CC	NCRETE AN	D MIX DES	IGN CRI	TERIA (	metric)			
Class of Conc.	Use	Specification Section Reference	Cement Factor kg/cu m (3)		Water / I Cement u Ratio m kg/kg mm (4)		Mix Design Compressive Strength (Flexural Strength) kPa, minimum Days			Air Content %	Coarse Aggregate Gradations (14)
			Min.	Max			3	14	28		
PV	Pavement Base Course Base Course Widening Driveway Pavement Shoulders Shoulder Curb	420 or 421 353 354 423 483 662	335 (1) 360 (2)	418	0.32 - 0.42	50 - 100 (5)	Ty III 24,000 (4500)	24,000 (4500)		5.0 - 8.0	CA 5 & CA 7, CA 5 & CA 11, CA 7, CA 11, or CA 14
PP	Pavement Patching Bridge Deck Patching (10)	442					Article	22,100 (4150) Article 701.17(e)(3)b. at 48 hours			
	PP-1		385 365 (Ty III)	445 425 (Ty III)	0.32 - 0.44	50 - 100	а			4.0 - 7.0	CA 7, CA 11, CA 13, CA 14,
	PP-2		435	435	0.32 - 0.38	50 - 150	a	t 24 hou	ſS	4.0 - 6.0	or CA 16
	PP-3			435 (Ty III) (8)			-	t 16 hou	-	4.0 - 6.0	
	PP-4		355 (9)	370 (9)				at 8 hour	-	4.0 - 6.0	
	PP-5		400 (9)	400 (9)	0.32 - 0.40	50 - 200	á	at 4 hour	S	4.0 - 6.0	CA 13, CA 14, or CA 16
RR	Railroad Crossing	422	385 365 (Ty III)	445 425 (Ty III)	0.32 - 0.44	50 - 100		,000 (45 t 48 hou		4.0 - 7.0	CA 7, CA 11, or CA 14
BS	Bridge Superstructure Bridge Approach Slab	503	360	418	0.32 - 0.44	50 - 100 (5)		27,500 (4650)		5.0 - 8.0	CA 7, CA 11, or CA 14 (7)
PC	Various Precast Concrete Items Wet Cast Dry Cast	1042	335 335 (TY III)	418 418 (TY III)	0.32 - 0.44 0.25 - 0.40		See	Section	1042	5.0 - 8.0 N/A	CA7, CA11, CA13, CA 14, CA 16, or CA 7 & CA 16
	Precast Prestressed Members Precast Prestressed Piles and Extensions Precast Prestressed Sight Screen	504 512 639	335 335 (TY III)	418 418 (TY III)	0.32 - 0.44	25 - 100			Plans 34,500 24,000	5.0 - 8.0	CA 11 (11), CA 13, CA 14 (11), or CA 16
	i recasi Freshesseu Signi Scieen	009							24,000	1	

	TA	BLE 1. CLAS	SSES OF CON	CRETE AN	ID MIX DES	IGN CRI	TERIA (	metric)			
Class of Conc.	Use	Specification Section Reference	ation on nce (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Cement (3) Ceme)		Air Content %	Coarse Aggregate Gradations (14)					
DS	Drilled Shaft (12) Metal Shell Piles (12) Sign Structures Drilled Shaft (12) Light Tower Foundation (12)	516 512 734 837	Min. 395	Max 418	0.32 - 0.44	(4) 150 -200 (6)	3	14 27,500 (4650)	28	5.0 - 8.0	CA 13, CA 14, CA 16, or a blend of these gradations.
SC	Seal Coat	503	335 (1) 360 (2)	418	0.32 - 0.44	75 - 125		24,000 (4500)			CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 7 & CA 11, CA 7, or CA 11
SI	Structures (except Superstructure) Sidewalk Slope Wall Encasement Box Culverts End Section and Collar Curb, Gutter, Curb & Gutter, Median, and Paved Ditch Concrete Barrier Sign Structures Spread Footing Concrete Foundation Pole Foundation (12) Traffic Signal Foundation Drilled Shaft (12) Square or Rectangular	503 424 511 512 540 542 606 637 734 836 878	335 (1) 360 (2)	418	0.32 - 0.44	50 - 100 (5)		24,000 (4500)		5.0 - 8.0	CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 11, CA 5 7 CA 11, CA 7, CA 11, CA 13, CA 14, or CA 16 (13)

#### Notes: (1) Central-mixed.

- (2) Truck-mixed or shrink-mixed. Shrink-mixed concrete will not be permitted for Class PV concrete.
- (3) For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, the cement factor shall be increased by ten percent.
- (4) The maximum slump may be increased to 175 mm when a high range water-reducing admixture is used for all classes of concrete except Class PV, SC, and PP. For Class SC, the maximum slump may be increased to 200 mm. For Class PP-1, the maximum slump may be increased to 150 mm. For Class PS, the 175 mm maximum slump may be increased to 215 mm if the high range water-reducing admixture is the polycarboxylate type.
- (5) The slump range for slipform construction shall be 13 to 40 mm.
- (6) If concrete is placed to displace drilling fluid, or against temporary casing, the slump shall be 200 250 mm at the point of placement. If a water-reducing admixture is used in lieu of a high range water-reducing admixture according to Article 1020.05(b)(7), the slump shall be 50 100 mm.
- (7) For Class BS concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching.
- (8) In addition to the Type III portland cement, 60 kg/cu m of ground granulated blast-furnace slag and 30 kg/cu m of microsilica (silica fume) shall be used. For an air temperature greater than 30 °C, the Type III portland cement may be replaced with Type I or II portland cement.
- (9) The cement shall be a rapid hardening cement from the Department's "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs" for PP-4 and calcium aluminate cement for PP-5.
- (10) For Class PP concrete used in bridge deck patching, the aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching. In addition, the mix design shall have 72 hours to obtain a 27,500 kPa compressive or 4,650 kPa flexural.
- (11) The nominal maximum size permitted is 19 mm. Nominal maximum size is defined as the largest sieve which retains any of the aggregate sample particles.
- (12) The concrete mix shall be designed to remain fluid throughout the anticipated duration of the pour plus one hour. At the Engineer's discretion, the Contractor may be required to conduct a minimum 1.5 cu m trial batch to verify the mix design.
- (13) CA 3 or CA 5 may be used when the nominal maximum size does not exceed two-thirds the clear distance between parallel reinforcement bars, or between the reinforcement bar and the form. Nominal maximum size is defined in Note 11.
- (14) Alternate combinations of gradation sizes may be used with the approval of the Engineer. Refer also to Article 1004.02(d) for additional information on combining sizes.

## **1020.05** Other Concrete Criteria. The concrete shall be according to the following.

(a) Proportioning and Mix Design. For all Classes of concrete, it shall be the Contractors responsibility to determine mix design material proportions and to proportion each batch of concrete. A Level III PCC Technician shall develop the mix design for all Classes of concrete, except Classes PC and PS. The mix design, submittal information, trial batch, and Engineer verification shall be according to the "Portland Cement Concrete Level III Technician" course material.

The Contractor shall provide the mix designs a minimum of 45 calendar days prior to production. More than one mix design may be submitted for each class of concrete.

The Engineer will verify the mix design submitted by the Contractor. Verification of a mix design shall in no manner be construed as acceptance of any mixture produced. Once a mix design has been verified, the Engineer shall be notified of any proposed changes.

Tests performed at the jobsite will determine if a mix design can meet specifications. If the tests indicate it cannot, the Contractor shall make adjustments to a mix design, or submit a new mix design if necessary, to comply with the specifications.

(b) Admixtures. The Contractor shall be responsible for using admixtures and determining dosages for all Classes of concrete, cement aggregate mixture II, and controlled lowstrength material that will produce a mixture with suitable workability, consistency, and plasticity. In addition, admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Contractor shall obtain approval from the Engineer to use an accelerator when the concrete temperature is greater than 60 °F (16 °C). However, this accelerator approval will not be required for Class PP, RR, PC, and PS concrete. The accelerator shall be the non-chloride type unless otherwise specified in the contract plans.

The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(10). For information on approved controlled low-strength material air-entraining admixtures, refer to The Department will also maintain an Approved List of Concrete Article 1019.02. Admixtures, and an admixture technical representative shall be consulted by the Contractor prior to the pour when determining an admixture dosage from this list or when making minor admixture dosage adjustments at the jobsite. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. The Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overlay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays.

The sequence, method, and equipment for adding the admixtures shall be approved by the Engineer. Admixtures shall be added to the concrete separately. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

Admixture use shall be according to the following.

- (1) When the atmosphere or concrete temperature is 65 °F (18 °C) or higher, a retarding admixture shall be used in the Class BS concrete and concrete bridge deck overlays. The proportions of the ingredients of the concrete shall be the same as without the retarding admixture, except that the amount of mixing water shall be reduced, as may be necessary, in order to maintain the consistency of the concrete as required. In addition, a high range water-reducing admixture shall be used in bridge deck concrete. At the option of the Contractor, a water-reducing admixture may be used with the high range water-reducing admixture in Class BS concrete.
- (2) At the Contractor's option, admixtures in addition to an air-entraining admixture may be used for Class PP-1 or RR concrete. When the air temperature is less than 55 °F (13 °C) and an accelerator is used, the non-chloride accelerator shall be calcium nitrite.
- (3) When Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 or RR concrete, a water-reducing or high range water-reducing admixture shall be used.
- (4) For Class PP-2 or PP-3 concrete, a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture with the high range water-reducing admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite. For Class PP-2 concrete, the non-chloride accelerator shall be calcium nitrite when the air temperature is less than 55 °F (13 °C).
- (5) For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture with the high range water-reducing admixture. An accelerator shall not be used. For stationary or truck-mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant, but a retarding admixture shall not be used unless approved by the Engineer.

For PP-5 concrete, a non-chloride accelerator, high range water-reducing admixture, and air-entraining admixture shall be used. The accelerator, high range water-reducing admixture, and air-entraining admixture shall be per the Contractor's recommendation and dosage. The approved list of concrete admixtures shall not apply. A mobile portland cement concrete plant shall be used to produce the patching mixture.

- (6) When a calcium chloride accelerator is specified in the contract, the maximum chloride dosage shall be 1.0 quart (1.0 L) of solution per 100 lb (45 kg) of cement. The dosage may be increased to a maximum 2.0 quarts (2.0 L) per 100 lb (45 kg) of cement if approved by the Engineer. When a calcium chloride accelerator for Class PP-2 concrete is specified in the contract, the maximum chloride dosage shall be 1.3 quarts (1.3 L) of solution per 100 lb (45 kg) of cement. The dosage may be increased to a maximum 2.6 quarts (2.6 L) per 100 lb (45 kg) of cement if approved by the Engineer.
- (7) For Class DS concrete a retarding admixture and a high range water-reducing admixture shall be used. For dry excavations that are 10 ft (3 m) or less, the high range water-reducing admixture may be replaced with a water-reducing admixture if the concrete is vibrated. The use of admixtures shall take into consideration the slump loss limits specified in Article 516.12 and the fluidity requirement in Article 1020.04 (Note 12).
- (8) At the Contractor's option, when a water-reducing admixture or a high range water-reducing admixture is used for Class PV, PP-1, RR, SC, and SI concrete, the cement factor may be reduced a maximum 0.30 hundredweight/cu yd (18 kg/cu m). However, a cement factor reduction will not be allowed for concrete placed underwater.
- (9) When Type F or Type G high range water-reducing admixtures are used, the initial slump shall be a minimum of 1 1/2 in. (40 mm) prior to addition of the Type F or Type G admixture, except as approved by the Engineer.
- (10) When specified, a corrosion inhibitor shall be added to the concrete mixture utilized in the manufacture of precast, prestressed concrete members and/or other applications. It shall be added, at the same rate, to all grout around post-tensioning steel when specified.

When calcium nitrite is used, it shall be added at the rate of 4 gal/cu yd (20 L/cu m), and shall be added to the mix immediately after all compatible admixtures have been introduced to the batch.

When Rheocrete 222+ is used, it shall be added at the rate of 1.0 gal/cu yd (5.0 L/cu m), and the batching sequence shall be according to the manufacturer's instructions.

- (c) Finely Divided Minerals. Use of finely divided minerals shall be according to the following.
  - (1) Fly Ash. At the Contractor's option, fly ash from approved sources may partially replace portland cement in cement aggregate mixture II, Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete.

The use of fly ash shall be according to the following.

a. Measurements of fly ash and portland cement shall be rounded up to the nearest 5 lb (2.5 kg).

- b. When Class F fly ash is used in cement aggregate mixture II, Class PV, BS, PC, PS, DS, SC, and SI concrete, the amount of portland cement replaced shall not exceed 25 percent by weight (mass).
- c. When Class C fly ash is used in cement aggregate mixture II, Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete, the amount of portland cement replaced shall not exceed 30 percent by weight (mass).
- d. Fly ash may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.
- (2) Ground Granulated Blast-Furnace (GGBF) Slag. At the Contractor's option, GGBF slag may partially replace portland cement in concrete mixtures, for Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete. For Class PP-3 concrete, GGBF slag shall be used according to Article 1020.04.

The use of GGBF slag shall be according to the following.

- a. Measurements of GGBF slag and portland cement shall be rounded up to the nearest 5 lb (2.5 kg).
- b. When GGBF slag is used in Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC and SI concrete, the amount of portland cement replaced shall not exceed 35 percent by weight (mass).
- c. GGBF slag may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.
- (3) Microsilica. At the Contractor's option, microsilica may be added at a maximum of 5.0 percent by weight (mass) of the cement and finely divided minerals summed together.

Microsilica shall be used in Class PP-3 concrete according to Article 1020.04.

- (4) High Reactivity Metakaolin (HRM). At the Contractor's option, HRM may be added at a maximum of 5.0 percent by weight (mass) of the cement and finely divided minerals summed together.
- (5) Mixtures with Multiple Finely Divided Minerals. Except as specified for Class PP-3 concrete, the Contractor has the option to use more than one finely divided mineral in Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete as follows.

- a. The mixture shall contain a maximum of two finely divided minerals. The finely divided mineral in portland-pozzolan cement or portland blast-furnace slag cement shall count toward the total number of finely divided minerals allowed. The finely divided minerals shall constitute a maximum of 35.0 percent of the total cement plus finely divided minerals. The fly ash portion shall not exceed 30.0 percent for Class C fly ash or 25.0 percent for Class F fly ash. The Class C and F fly ash combination shall not exceed 30.0 percent. The ground granulated blast-furnace slag portion shall not exceed 35.0 percent. The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed ten percent. The finely divided mineral in the portland-pozzolan cement or portland blast-furnace slag blended cement shall apply to the maximum 35.0 percent.
- b. Central Mixed. For Class PV, SC, and SI concrete, the mixture shall contain a minimum of 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together. If a water-reducing or high-range water-reducing admixture is used, the Contractor has the option to use a minimum of 535 lbs/cu yd (320 kg/cu m).
- c. Truck-Mixed or Shrink-Mixed. For Class PV (only truck-mixed permitted), SC, and SI concrete, the mixture shall contain a minimum of 605 lbs/cu yd (360 kg/cu m) of cement and finely divided minerals summed together. If a water-reducing or high-range water-reducing admixture is used, the Contractor has the option to use a minimum of 575 lbs/cu yd (345 kg/cu m).
- d. Central-Mixed, Truck-Mixed or Shrink-Mixed. For Class PP-1 and RR concrete, the mixture shall contain a minimum of 650 lbs/cu yd (385 kg/cu m) of cement and finely divided minerals summed together. For Class PP-1 and RR concrete using Type III portland cement, the mixture shall contain a minimum of 620 lbs/cu yd (365 kg/cu m).

For Class PP-2 concrete, the mixture shall contain a minimum of 735 lbs/cu yd (435 kg/cu m) of cement and finely divided minerals summed together. For Class BS concrete, the mixture shall contain a minimum of 605 lbs/cu yd (360 kg/cu m). For Class DS concrete, the mixture shall contain a minimum of 665 lbs/cu yd (395 kg/cu m).

If a water-reducing or high range water-reducing admixture is used in Class PP-1 and RR concrete, the Contractor has the option to use a minimum of 620 lbs/cu yd (365 kg/cu m) of cement and finely divided minerals summed together. If a water-reducing or high-range water-reducing admixture is used with Type III portland cement in Class PP-1 and RR concrete, the Contractor has the option to use a minimum of 590 lbs/cu yd (350 kg/cu m).

e. Central-Mixed or Truck-Mixed. For Class PC and PS concrete, the mixture shall contain a minimum of 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together.

- f. The mixture shall contain a maximum of 705 lbs/cu yd (418 kg/cu m) of cement and finely divided mineral(s) summed together for Class PV, BS, PC, PS, DS, SC, and SI concrete. For Class PP-1 and RR concrete, the mixture shall contain a maximum of 750 lbs/cu yd (445 kg/cu m). For Class PP-1 and RR concrete using Type III portland cement, the mixture shall contain a maximum of 720 lbs/cu yd (425 kg/cu m). For Class PP-2 concrete, the mixture shall contain a maximum of 735 lbs/cu yd (435 kg/cu m).
- g. For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, the allowable cement and finely divided minerals summed together shall be increased by ten percent.
- h. The combination of cement and finely divided minerals shall comply with Article 1020.05(d).
- (d) Alkali-Silica Reaction. For cast-in-place (includes cement aggregate mixture II), precast, and precast prestressed concrete, one of the mixture options provided in Article 1020.05(d)(2) shall be used to reduce the risk of a deleterious alkali-silica reaction in concrete exposed to humid or wet conditions. The mixture options are not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate, or sodium formate. The mixture options will not be required for the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy.

The mixture options shall not apply to concrete revetment mats, insertion lining of pipe culverts, portland cement mortar fairing course, controlled low-strength material, miscellaneous grouts that are not prepackaged, Class PP-3 concrete, Class PP-4 concrete, and Class PP-5 concrete.

(1) Aggregate Groups. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

Aggregate Groups					
Coarse Aggregate or Coarse Aggregate Blend	Fine Aggregate Or Fine Aggregate Blend				
	ASTM C 1260 Expansion				
ASTM C 1260					
Expansion	≤0.16%	>0.16% - 0.27%	>0.27%		
≤0.16%	Group I	Group II	Group III		
>0.16% - 0.27%	Group II	Group II	Group III		
>0.27%	Group III	Group III	Group IV		

- (2) Mixture Options. Based upon the aggregate group, the following mixture options shall be used. However, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silika reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.
  - Group I Mixture options are not applicable. Use any cement or finely divided mineral.
  - Group II Mixture options 1, 2, 3, 4, or 5 shall be used.
  - Group III Mixture options 1, combine 2 with 3, 4 or 5 shall be used.

Group IV – Mixture options 1, combine 2 with 4, or 5 shall be used.

a. Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used. Coarse aggregate may only be blended with another coarse aggregate. Fine aggregate may only be blended with another fine aggregate. Blending of coarse with fine aggregate to place the material in another group will not be permitted.

When a coarse for fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

Weighted Expansion Value =  $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$ 

Where: a, b, c... = percentage of aggregate in the blend; A, B, C... = expansion value for that aggregate.

- b. Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow.
  - 1. Class F Fly Ash. For cement aggregate mixture II, Class PV, BS, PC, PS, MS, DS, SC and SI concrete, the Class F fly ash shall be a minimum 25.0 percent by weight (mass) of the cement and finely divided minerals summed together.

If the maximum total equivalent available alkali content (Na₂O +  $0.658K_2O$ ) exceeds 4.50 percent for the Class F fly ash, it may be used only if it complies with Mixture Option 5.

2. Class C Fly Ash. For cement aggregate mixture II, Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete, Class C fly ash shall be a minimum of 25.0 percent by weight (mass) of the cement and finely divided minerals summed together.

If the maximum total equivalent available alkali content (Na₂O +  $0.658K_2O$ ) exceeds 4.50 percent or the calcium oxide exceeds 26.50 percent for the Class C fly ash, it may be used only per Mixture Option 5.

3. Ground Granulated Blast-Furnace Slag. For Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete, ground granulated blast-furnace slag shall be a minimum of 25.0 percent by weight (mass) of the cement and finely divided minerals summed together.

If the maximum total equivalent available alkali content (Na₂O +  $0.658K_2O$ ) exceeds 1.00 percent for the ground granulated blast-furnace slag, it may be used only per Mixture Option 5.

4. Microsilica or High Reactivity Metakaolin, Microsilica solids or high reactivity metakaolin shall be a minimum 5.0 percent by weight (mass) of the cement and finely divided minerals summed together.

If the maximum total equivalent available alkali content (Na₂O +  $0.658K_2O$ ) exceeds 1.00 percent for the Microsilica or High Reactivity Metakaolin, it may be used only if it complies with Mixture Option 5.

- c. Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.60 percent. When aggregate in Group II is involved and the Contractor desires to use a finely divided mineral, any finely divided mineral may be used with the cement unless the maximum total equivalent available alkali content (Na₂O + 0.658K₂O) exceeds 4.50 percent for the fly ash; or 1.00 percent for the ground granulated blast-furnace slag, microsilica or high reactivity metakaolin. If the alkali content is exceeded, the finely divided mineral may be used only per Mixture Option 5.
- d. Mixture option 4. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.45 percent. When aggregate in Group II or III is involved and the Contractor desires to use a finely divided mineral, any finely divided mineral may be used with the cement unless the maximum total equivalent available alkali content (Na₂O + 0.658K₂O) exceeds 4.50 percent for the fly ash; or 1.00 percent for the ground granulated blast-furnace slag, microsilica, or high reactivity metakaolin. If the alkali content is exceeded, the finely divided mineral may be used only per Mixture Option 5.
- e. Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The laboratory performing the ASTM C 1567 test shall be approved by the Department according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Laboratory Requirements for Alkali-Silica Reactivity (ASR) Testing". The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content  $(Na_2O + 0.658K_2O)$ , a new ASTM C 1567 test will not be required.

The Engineer reserved the right to verify a Contractor's ASTM C 1567 test result. When the Contractor performs the test, a split sample may be requested by the Engineer. The Engineer may also independently obtain a sample at any time. The proposed cement or finely divided mineral will not be allowed for use if the Contractor or Engineer obtains an expansion value greater than 0.16 percent.

**1020.06** Water/Cement Ratio. The water/cement ratio shall be determined on a weight (mass) basis. When a maximum water/cement ratio is specified, the water shall include mixing water, water in admixtures, free moisture on the aggregates, and water added at the jobsite. The quantity of water may be adjusted within the limit specified to meet slump requirements.

When fly ash, ground granulated blast-furnace slag, high-reactivity metakaolin, or microsilica (silica fume) are used in a concrete mix, the water/cement ratio will be based on the total cement and finely divided minerals contained in the mixture.

**1020.07 Slump.** The slump shall be determined according to Illinois Modified AASHTO T 119.

If the measured slump falls outside the limits specified, a check test will be made. In the event of a second failure, the Engineer may refuse to permit the use of the batch of concrete represented.

If the Contractor is unable to add water to prepare concrete of the specified slump without exceeding the maximum design water/cement ratio, additional cement or water-reducing admixture shall be added.

**1020.08** Air Content. The air content shall be determined according to Illinois Modified AASHTO T 152 or Illinois Modified AASHTO T 196. The air-entrainment shall be obtained by the use of cement with an approved air-entraining admixture added during the mixing of the concrete or the use of air-entraining cement.

If the air-entraining cement furnished is found to produce concrete having an air content outside the limits specified, its use shall be discontinued immediately and the Contractor shall provide other air-entraining cement which will produce air contents within the specified limits.

If the air content obtained is above the specified maximum limit at the jobsite, the Contractor, with the Engineer's approval, may add to the truck mixer non air-entraining cement in the proportion necessary to bring the air content within the specified limits, or the concrete may be further mixed, within the limits of time and revolutions specified, to reduce the air content. If the air content obtained is below the specified minimum limit, the Contractor may add to the concrete a sufficient quantity of an approved air-entraining admixture at the jobsite to bring the air content within the specified limits.

**1020.09 Strength Tests.** The specimens shall be molded and cured according to Illinois Modified AASHTO T 23. Specimens shall be field cured with the construction item as specified in Illinois Modified AASHTO T 23. The compressive strength shall be determined according to Illinois Modified AASHTO T 22. The flexural strength shall be determined according to Illinois Modified AASHTO T 177.

Except for Class PC and PS concrete, the Contractor shall transport the strength specimens from the site of the work to the field laboratory or other location as instructed by the Engineer. During transportation in a suitable light truck, the specimens shall be embedded in straw, burlap, or other acceptable material in a manner meeting with the approval of the Engineer to protect them from damage; care shall be taken to avoid impacts during hauling and handling. For strength specimens, the Contractor shall provide a water storage tank for curing.

**1020.10** Handling, Measuring, and Batching Materials. Aggregates shall be handled in a manner to prevent mixing with soil and other foreign material.

Aggregates shall be handled in a manner which produces a uniform gradation, before placement in the plant bins. Aggregates delivered to the plant in a nonuniform gradation condition shall be stockpiled. The stockpiled aggregate shall be mixed uniformly before placement in the plant bins.

Aggregates shall have a uniform moisture content before placement in the plant bins. This may require aggregates to be stockpiled for 12 hours or more to allow drainage, or water added to the stockpile, or other methods approved by the Engineer. Moisture content requirements for crushed slag or lightweight aggregate shall be according to Article 1004.01(e).

Aggregates, cement, and finely divided minerals shall be measured by weight (mass). Water and admixtures shall be measured by volume or weight (mass).

The Engineer may permit aggregates, cement, and finely divided minerals to be measured by volume for small isolated structures and for miscellaneous items. Aggregates, cement, and finely divided minerals shall be measured individually. The volume shall be based upon dry, loose materials.

**1020.11 Mixing Portland Cement Concrete.** The mixing of concrete shall be according to the following.

- (a) Ready-Mixed Concrete. Ready-mixed concrete is central-mixed, truck-mixed, or shrinkmixed concrete transported and delivered in a plastic state ready for placement in the work and shall be according to the following.
  - (1) Central-Mixed Concrete. Central-mixed concrete is concrete which has been completely mixed in a stationary mixer and delivered in a truck agitator, a truck mixer operating at agitating speed, or a nonagitator truck.

The stationary mixer shall operate at the drum speed for which it was designed. The batch shall be charged into the drum so that some of the water shall enter in advance of the cement, finely divided minerals, and aggregates. The flow of the water shall be uniform and all water shall be in the drum by the end of the first 15 seconds of the mixing period. Water shall begin to enter the drum from zero to two seconds in advance of solid material and shall stop flowing within two seconds of the beginning of mixing time.

Some coarse aggregate shall enter in advance of other solid materials. For the balance of the charging time for solid materials, the aggregates, finely divided minerals, and cement (to assure thorough blending) shall each flow at acceptably uniform rates, as determined by visual observation. Coarse aggregate shall enter two seconds in advance of other solid materials and a uniform rate of flow shall continue to within two seconds of the completion of charging time.

The entire contents of the drum, or of each single compartment of a multiple-drum mixer, shall be discharged before the succeeding batch is introduced.

The volume of concrete mixed per batch shall not exceed the mixer's rated capacity as shown on the standard rating plate on the mixer by more than ten percent.

The minimum mixing time shall be 75 seconds for a stationary mixer having a capacity greater than 2 cu yd (1.5 cu m). For a mixer with a capacity equal to or less than 2 cu yd (1.5 cu m) the mixing time shall be 60 seconds. Transfer time in multiple drum mixers is included in the mixing time. Mixing time shall begin when all materials are in the mixing compartment and shall end when the discharge of any part of the batch is started. The required mixing times will be established by the Engineer for all types of stationary mixers.

When central-mixed concrete is to be transported in a truck agitator or a truck mixer, the stationary-mixed batch shall be transferred to the agitating unit without delay and without loss of any portion of the batch. Agitating shall start immediately thereafter and shall continue without interruption until the batch is discharged from the agitator. The ingredients of the batch shall be completely discharged from the agitator before the succeeding batch is introduced. Drums and auxiliary parts of the equipment shall be kept free from accumulations of materials.

The vehicles used for transporting the mixed concrete shall be of such capacity, or the batches shall be so proportioned, that the entire contents of the mixer drum can be discharged into each vehicle load.

- (2) Truck-Mixed Concrete. Truck-mixed concrete is completely mixed and delivered in a truck mixer. When the mixer is charged with fine and coarse aggregates simultaneously, not less than 60 nor more than 100 revolutions of the drum or blades at mixing speed shall be required, after all of the ingredients including water are in the drum. When fine and coarse aggregates are charged separately, not less than 70 revolutions will be required. Additional mixing beyond 100 revolutions shall be at agitating speed unless additions of water, admixtures, cement, or other materials are made at the jobsite. The mixing operation shall begin immediately after the cement and water, or the cement and wet aggregates, come in contact. The ingredients of the batch shall be completely discharged from the drum before the succeeding batch is introduced. The drum and auxiliary parts of the equipment shall be kept free from accumulations of materials. If additional water or an admixture is added at the jobsite, the concrete batch shall be mixed a minimum of 40 additional revolutions after each addition.
- (3) Shrink-Mixed Concrete. Shrink-mixed concrete is mixed partially in a stationary mixer and completed in a truck mixer for delivery. The mixing time of the stationary mixer may be reduced to a minimum of 30 seconds to intermingle the ingredients, before transferring to the truck mixer. All ingredients for the batch shall be in the stationary mixer and partially mixed before any of the mixture is discharged into the truck mixer. The partially mixed batch shall be transferred to the truck mixer without delay and without loss of any portion of the batch, and mixing in the truck mixer shall start immediately. The mixing time in the truck mixer shall be not less than 50 nor more than 100 revolutions of the drum or blades at mixing speed. Additional mixing beyond 100 revolutions shall be at agitating speed, unless additions of water, admixtures, cement, or other materials are made at the jobsite. Units designed as agitators shall not be used for shrink mixing. The ingredients of the batch shall be completely discharged from the drum before the succeeding batch is introduced. The drum and auxiliary parts of the equipment shall be kept free from accumulations of materials. If additional water or an admixture is added at the jobsite, the concrete batch shall be mixed a minimum of 40 additional revolutions after each addition.
- (4) Mixing Water. Wash water shall be completely discharged from the drum or container before a batch is introduced. All mixing water shall be added at the plant and any adjustment of water at the jobsite by the Contractor shall not exceed the specified maximum water/cement ratio or slump. If strength specimens have been made for a batch of concrete, and subsequently during discharge there is more water added, additional strength specimens shall be made for the batch of concrete. No additional water may be added at the jobsite to central-mixed concrete if the mix design has less than 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together.

- (5) Mixing and Agitating Speeds. The mixing or agitating speeds used for truck mixers or truck agitators shall be per the manufacturer's rating plate.
- (6) Capacities. The volume of plastic concrete in a given batch will be determined according to AASHTO T 121, based on the total weight (mass) of the batch, determined either from the weight (masses) of all materials, including water, entering the batch or directly from the net weight (mass) of the concrete in the batch as delivered.

The volume of mixed concrete in truck mixers or truck agitators shall in no case be greater than the rated capacity determined according to the Truck Mixer, Agitator, and Front Discharge Concrete Carrier Standards of the Truck Mixer Manufacturer's Bureau, as shown by the rating plate attached to the truck. If the truck mixer does not have a rating plate, the volume of mixed concrete shall not exceed 63 percent of the gross volume of the drum or container, disregarding the blades. For truck agitators, the value is 80 percent.

(7) Time of Haul. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work.

The time elapsing from when water is added to the mix until it is deposited in place at the site of the work shall not exceed 30 minutes when the concrete is transported in nonagitating trucks.

The maximum haul time for concrete transported in truck mixers or truck agitators shall be according to the following.

Concrete Temperature at Point	Haul Time	
of Discharge °F (°C)	Hours	Minutes
50-64 (10-17.5)	1	30
>64 (>17.5) - without retarder	1	0
>64 (>17.5) - with retarder	1	30

To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer.

- (8) Production and Delivery. The production of ready-mixed concrete shall be such that the operations of placing and finishing will be continuous insofar as the job operations require. The Contractor shall be responsible for producing concrete that will have the required workability, consistency, and plasticity when delivered to the work. Concrete which is unsuitable for placement as delivered will be rejected. The Contractor shall minimize the need to adjust the mixture at the jobsite, such as adding water, admixtures, and cement prior to discharging.
- (9) Use of Multiple Plants in the Same Construction Item. The Contractor may simultaneously use central-mixed, truck-mixed, and shrink-mixed concrete from more than one plant, for the same construction item, on the same day, and in the same pour. However, the following criteria shall be met.
  - a. Each plant shall use the same cement, finely divided minerals, aggregates, admixtures, and fibers.
  - b. Each plant shall use the same mix design. However, material proportions may be altered slightly in the field to meet slump and air content criteria. Field water adjustments shall not result in a difference that exceeds 0.02 between plants for water/cement ratio. The required cement factor for central-mixed concrete shall be increased to match truck-mixed or shrink-mixed concrete, if the latter two types of mixed concrete are used in the same pour.
  - c. The maximum slump difference between deliveries of concrete shall be 3/4 in. (19 mm) when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the slump difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for slump by the Contractor. Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.
  - d. The maximum air content difference between deliveries of concrete shall be 1.5 percent when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the air content difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for air content by the Contractor. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.
  - e. Strength tests shall be performed and taken at the jobsite for each plant. When a specified strength test is to be performed, it shall be conducted for each plant at the same time. The difference between plants for strength shall not exceed 900 psi (6200 kPa) compressive and 90 psi (620 kPa) flexural. If the strength difference requirements are exceeded, the Contractor shall take corrective action.
  - f. The maximum haul time difference between deliveries of concrete shall be 15 minutes. If the difference is exceeded, but haul time is within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and check subsequent deliveries of concrete.

- (b) Class PC Concrete. The concrete shall be central-mixed or truck-mixed. Variations in plastic concrete properties shall be minimized between batches.
- (c) Class PV Concrete. The concrete shall be central-mixed or truck-mixed.

The required mixing time for stationary mixers with a capacity greater than 2 cu yd (1.5 cu m) may be less than 75 seconds upon satisfactory completion of a mixer performance test. Mixer performance tests may be requested by the Contractor when the quantity of concrete to be placed exceeds 50,000 sq yd (42,000 sq m). The testing shall be conducted according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Field Test Procedures for Mixer Performance and Concrete Uniformity Tests".

The Contractor will be allowed to test two mixing times within a range of 50 to 75 seconds. If satisfactory results are not obtained from the required tests, the mixing time shall continue to be 75 seconds for the remainder of the contract. If satisfactory results are obtained, the mixing time may be reduced. In no event will mixing time be less than 50 seconds.

The Contractor shall furnish the labor, equipment, and material required to perform the testing according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Field Test Procedures for Mixer Performance and Concrete Uniformity Tests".

A contract which has 12 ft (3.6 m) wide pavement or base course, and a continuous length of 1/2 mile (0.8 km) or more, shall have the following additional requirements.

- (1) The plant and truck delivery operation shall be able to provide a minimum of 50 cu yd (38 cu m) of concrete per hour.
- (2) The plant shall have automatic or semi-automatic batching equipment.
- (d) All Other Classes of Concrete. The concrete shall be central-mixed, truck-mixed, or shrink-mixed concrete.

**1020.12 Mobile Portland Cement Concrete Plants.** The use of a mobile portland cement concrete plant may be approved under the provisions of Article 1020.10 for volumetric proportioning in small isolated structures, thin overlays, and for miscellaneous and incidental concrete items.

The first 1 cu ft (0.03 cu m) of concrete produced may not contain sufficient mortar and shall not be incorporated in the work. The side plate on the cement feeder shall be removed periodically (normally the first time the mixer is used each day) to see if cement is building up on the feed drum.

Sufficient mixing capacity of mixers shall be provided to enable continuous placing and finishing insofar as the job operations and the specifications require.

Slump and air tests made immediately after discharge of the mix may be misleading, since the aggregates may absorb a significant amount of water for four or five minutes after mixing.

**1020.13** Curing and Protection. The method of curing, curing period, and method of protection for each type of concrete construction is included in the following Index Table.

INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION					
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS		
Cast-in-Place Concrete 11/					
Pavement Shoulder	1020.13(a)(1)(2)(3)(4)(5) ^{3/5/}	3	1020.13(c)		
Base Course Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) ^{2/}	3	1020.13(c)		
Driveway Median Barrier Curb					
Gutter Curb & Gutter Sidewalk Slope Wall Paved Ditch	1020.13(a)(1)(2)(3)(4)(5) ^{4/5/}	3	1020.13(c) ^{16/}		
Catch Basin Manhole Inlet Valve Vault	1020.13(a)(1)(2)(3)(4)(5) 4/	3	1020.13(c)		
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) 2/	3 12/	1020.13(c)		
Bridge Deck Patching	1020.13(a)(3)(5)	3 or 7 ^{12/}	1020.13(c)		
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)		
Piles and Drilled Shafts	1020.13(a)(3)(5)	7	1020.13(d)(1)(2)(3)		
Foundations & Footings Seal Coat	1020.13(a)(1)(2)(3)(4)(5) ^{4/6/}	7	1020.13(d)(1)(2)(3)		
Substructure	1020.13(a)(1)(2)(3)(4)(5) ^{1/7/}	7	1020.13(d)(1)(2)(3)		
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) ^{8/}	7	1020.13(d)(1)(2)		
Deck					
Bridge Approach Slab	1020.13(a)(5)	7	1020.13(d)(1)(2) ^{17/}		
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) ^{1/7/}	7	1020.13(d)(1)(2)		
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) ^{1/}	7	1020.13(d)(1)(2)		
Culverts	1020.13(a)(1)(2)(3)(4)(5) ^{4/6/}	7	1020.13(d)(1)(2) ^{18/}		
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)		
Precast Concrete ^{11/}		č			
Bridge Slabs Piles and Pile Caps Other Structural Members	1020.13(a)(3)(5) ^{9/10/}	As ^{13/} Required	9/		
All Other Precast Items	1020.13(a)(3)(4)(5) ^{2/9/10/}	As ^{14/} Required	9/		
Precast, Prestressed Concrete ^{11/}					
All Items	1020(a)(3)(5) ^{9/10/}	Until Strand Tensioning is Released ^{15/}	9/		

Notes-General:

- 1/ Type I, membrane curing only
- 2/ Type II, membrane curing only
- 3/ Type III, membrane curing only
- 4/ Type I, II and III membrane curing
- 5/ Membrane Curing will not be permitted between November 1 and April 15.

- 6/ The use of water to inundate foundations and footings, seal coats or the bottom slab of culverts is permissible when approved by the Engineer, provided the water temperature can be maintained at 45 °F (7 °C) or higher.
- 7/ Asphalt emulsion for waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18.
- 8/ On non-traffic surfaces which receive protective coat according to Article 503.19, a linseed oil emulsion curing compound may be used as a substitute for protective coat and other curing methods. The linseed oil emulsion curing compound will be permitted between April 16 and October 31 of the same year, provided it is applied with a mechanical sprayer according to Article 1101.09(b).
- 9/ Steam, supplemental heat, or insulated blankets (with or without steam/supplemental heat) are acceptable and shall be according to the Bureau of Materials and Physical Research's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products" and the "Manual for Fabrication of Precast, Prestressed Concrete Products".
- 10/ A moist room according to AASHTO M 201 is acceptable for curing.
- 11/ If curing is required and interrupted because of form removal for cast-in-place concrete items, precast concrete products, or precast prestressed concrete products, the curing shall be resumed within two hours from the start of the form removal.
- 12/ Curing maintained only until opening strength is attained for pavement patching, with a maximum curing period of three days. For bridge deck patching the curing period shall be three days if Class PP concrete is used and 7 days if Class BS concrete is used.
- 13/ The curing period shall end when the concrete has attained the mix design strength. The producer has the option to discontinue curing when the concrete has attained 80 percent of the mix design strength or after seven days. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 14/ The producer shall determine the curing period or may elect to not cure the product. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 15/ The producer has the option to continue curing after strand release.
- 16/ When structural steel or structural concrete is in place above slope wall, Article 1020.13(c) shall not apply. The protection method shall be according to Article 1020.13(d)(1).
- 17/ When Article 1020.13(d)(2) is used to protect the deck, the housing may enclose only the bottom and sides. The top surface shall be protected according to Article 1020.13(d)(1).

- 18/ For culverts having a waterway opening of 10 sq ft (1 sq m) or less, the culverts may be protected according to Article 1020.13(d)(3).
- (a) Methods of Curing. Except as provided for in the Index Table of Curing and Protection of Concrete Construction, curing shall be accomplished by one of the following described methods. When water is required to wet the surface, it shall be applied as a fine spray so that it will not mar or pond on the surface. Except where otherwise specified, the curing period shall be at least 72 hours.
  - (1) Waterproof Paper Method. The surface of the concrete shall be covered with waterproof paper as soon as the concrete has hardened sufficiently to prevent marring the surface. The surface of the concrete shall be wetted immediately before the paper is placed. The blankets shall be lapped at least 12 in. (300 mm) end to end, and these laps shall be securely weighted with a windrow of earth, or other approved method, to form a closed joint. The same requirements shall apply to the longitudinal laps where separate strips are used for curing edges, except the lap shall be at least 9 in. (225 mm). The edges of the blanket shall be weighted securely with a continuous windrow of earth or any other means satisfactory to the Engineer to provide an air-tight cover. Any torn places or holes in the paper shall be repaired immediately by patches cemented over the openings, using a bituminous cement having a melting point of not less than 180 °F (82 °C). The blankets may be reused, provided they are air-tight and kept serviceable by proper repairs.

A longitudinal pleat shall be provided in the blanket to permit shrinkage where the width of the blanket is sufficient to cover the entire surface. The pleat will not be required where separate strips are used for the edges. Joints in the blanket shall be sewn or cemented together in such a manner that they will not separate during use.

(2) Polyethylene Sheeting Method. The surface of the concrete shall be covered with white polyethylene sheeting as soon as the concrete has hardened sufficiently to prevent marring the surface. The surface of the concrete shall be wetted immediately before the sheeting is placed. The edges of the sheeting shall be weighted securely with a continuous windrow of earth or any other means satisfactory to the Engineer to provide an air-tight cover. Adjoining sheets shall overlap not less than 12 in. (300 mm) and the laps shall be securely weighted with earth, or any other means satisfactory to the Engineer, to provide an air tight cover. For surface and base course concrete, the polyethylene sheets shall be not less than 100 ft (30 m) in length nor longer than can be conveniently handled, and shall be of such width that, when in place, they will cover the full width of the surface, including the edges, except that separate strips may be used to cover the edges. Any tears or holes in the sheeting shall be repaired. When sheets are no longer serviceable as a single unit, the Contractor may select from such sheets and reuse those which will serve for further applications, provided two sheets are used as a single unit; however, the double sheet units will be rejected when the Engineer deems that they no longer provide an air tight cover.

(3) Wetted Burlap Method. The surface of the concrete shall be covered with wetted burlap blankets as soon as the concrete has hardened sufficiently to prevent marring the surface. The blankets shall overlap 6 in. (150 mm). At least two layers of wetted burlap shall be placed on the finished surface. The burlap shall be kept saturated by means of a mechanically operated sprinkling system. In place of the sprinkling system, at the Contractor's option, two layers of burlap covered with impermeable covering shall be used. The burlap shall be kept saturated with water. Plastic coated burlap may be substituted for one layer of burlap and impermeable covering.

The blankets shall be placed so that they are in contact with the edges of the concrete, and that portion of the material in contact with the edges shall be kept saturated with water.

(4) Membrane Curing Method. Membrane curing will not be permitted where a protective coat, concrete sealer, or waterproofing is to be applied, or at areas where rubbing or a normal finish is required, or at construction joints other than those necessary in pavement or base course. Concrete at these locations shall be cured by another method specified in Article 1020.13(a).

After the concrete has been finished and the water sheen has disappeared from the surface, the concrete shall be immediately sealed with membrane curing compound of the type specified. The seal shall be maintained for the specified curing period. The edges of the concrete shall, likewise, be sealed immediately after the forms are removed. Two separate applications, applied at least one minute apart, each at the rate of not less than 1 gal/250 sq ft (0.16 L/sq m) will be required upon the surfaces and edges of the concrete. These applications shall be made with the mechanical equipment specified. Type III compound shall be agitated immediately before and during the application.

At locations where the coating is discontinuous or where pin holes show or where the coating is damaged due to any cause and on areas adjacent to sawed joints, immediately after sawing is completed, an additional coating of membrane curing compound shall be applied at the above specified rate. The equipment used may be of the same type as that used for coating variable widths of pavement. Before the additional coating is applied adjacent to sawed joints, the cut faces of the joint shall be protected by inserting a suitable flexible material in the joint, or placing an adhesive width of impermeable material over the joint, or by placing the permanent sealing compound, used to protect cut faces of the joint, shall remain in place for the duration of the curing period. In lieu of applying the additional coating, the area of the sawed joint may be cured according to any other method permitted.

When rain occurs before an application of membrane curing compound has dried, and the coating is damaged, the Engineer may require another application be made in the same manner and at the same rate as the original coat. The Engineer may order curing by another method specified, if unsatisfactory results are obtained with membrane curing compound. (5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry or damp cotton mats. The cotton mats shall be placed in a manner which will not mar the concrete surface. A texture resulting from the cotton mat material is acceptable. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. For bridge decks, a foot bridge shall be used to place and wet the cotton mats.

The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without marring the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 4 ft (1.2 m) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

After placement of the soaker hoses, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets.

For construction items other than bridge decks, soaker hoses or a continuous wetting system will not be required if the alternative method keeps the cotton mats wet. Periodic wetting of the cotton mats is acceptable.

For areas inaccessible to the cotton mats on bridge decks, curing shall be according to Article 1020.13(a)(3).

(b) Removing and Replacing Curing Covering. When curing methods specified above in Article 1020.13(a), (1), (2), or (3) are used for concrete pavement, the curing covering for each day's paving shall be removed to permit testing of the pavement surface with a profilograph or straightedge, as directed by the Engineer.

Immediately after testing, the surface of the pavement shall be wetted thoroughly and the curing coverings replaced. The top surface and the edges of the concrete shall not be left unprotected for a period of more than 1/2 hour.

(c) Protection of Concrete, Other Than Structures, From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low of 32 °F (0 °C), or lower, or if the actual temperature drops to 32 °F (0 °C), or lower, concrete less than 72 hours old shall be provided at least the following protection.

Minimum Temperature	Protection
25 – 32 °F (-4 – 0 °C)	Two layers of polyethylene sheeting, one layer of polyethylene and one layer of burlap, or two layers of waterproof paper.
Below 25 °F (-4 °C)	6 in. (150 mm) of straw covered with one layer of polyethylene sheeting or waterproof paper.

These protective covers shall remain in place until the concrete is at least 96 hours old. When straw is required on pavement cured with membrane curing compound, the compound shall be covered with a layer of burlap, polyethylene sheeting or waterproof paper before the straw is applied.

After September 15, there shall be available to the work within four hours, sufficient clean, dry straw to cover at least two days production. Additional straw shall be provided as needed to afford the protection required. Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced.

(d) Protection of Concrete Structures From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low below 45 °F (7 °C), or if the actual temperature drops below 45 °F (7 °C), concrete less than 72 hours old shall be provided protection. Concrete shall also be provided protection when placed during the winter period of December 1 through March 15. Concrete shall not be placed until the materials, facilities, and equipment for protection are approved by the Engineer.

When directed by the Engineer, the Contractor may be required to place concrete during the winter period. When winter construction is specified, the Contractor shall proceed with the construction, including excavation, pile driving, concrete, steel erection, and all appurtenant work required for the complete construction of the item, except at times when weather conditions make such operations impracticable.

Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced.

(1) Protection Method I. The concrete shall be completely covered with insulating material such as fiberglass, rock wool, or other approved commercial insulating material having the minimum thermal resistance R, as defined in ASTM C 168, for the corresponding minimum dimension of the concrete unit being protected as shown in the following table.

Minimum Pour Dimension in. (mm)		Thermal Resistance R
6 or less	(150 or less)	R=16
> 6 to 12	(> 150 to 300)	R=10
> 12 to 18	(> 300 to 450)	R=6
> 18	(> 450)	R=4

The insulating material manufacturer shall clearly mark the insulating material with the thermal resistance R value.

The insulating material shall be completely enclosed on sides and edges with an approved waterproof liner and shall be maintained in a serviceable condition. Any tears in the liner shall be repaired in a manner approved by the Engineer. The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period.

On formed surfaces, the insulating material shall be attached to the outside of the forms with wood cleats or other suitable means to prevent any circulation of air under the insulation and shall be in place before the concrete is placed. The blanket insulation shall be applied tightly against the forms. The edges and ends shall be attached so as to exclude air and moisture. If the blankets are provided with nailing flanges, the flanges shall be attached to the studs with cleats. Where tie rods or reinforcement bars protrude, the areas adjacent to the rods or bars shall be adequately protected in a manner satisfactory to the Engineer. Where practicable, the insulation shall overlap any previously placed concrete by at least 1 ft (300 mm). Insulation on the underside of floors on steel members shall cover the top flanges of supporting members. On horizontal surfaces, the insulating material shall be placed as soon as the concrete has set, so that the surface will not be marred and shall be covered with canvas or other waterproof covering. The insulating material shall remain in place for a period of seven days after the concrete is placed.

The Contractor may remove the forms, providing the temperature is 35  $^{\circ}$ F (2  $^{\circ}$ C) and rising and the Contractor is able to wrap the particular section within two hours from the time of the start of the form removal. The insulation shall remain in place for the remainder of the seven days curing period.

(2) Protection Method II. The concrete shall be enclosed in adequate housing and the air surrounding the concrete kept at a temperature of not less than 50 °F (10 °C) nor more than 80 °F (27 °C) for a period of seven days after the concrete is placed. The Contractor shall provide means for checking the temperature of the surface of the concrete or air temperature within the housing during the protection period. All exposed surfaces within the housing shall be cured according to the Index Table.

The Contractor shall provide adequate fire protection where heating is in progress and such protection shall be accessible at all times. The Contractor shall maintain labor to keep the heating equipment in continuous operation.

At the close of the heating period, the temperature shall be decreased to the approximate temperature of the outside air at a rate not to exceed 15 °F (8 °C) per 12 hour period, after which the housing maybe removed. The surface of the concrete shall be permitted to dry during the cooling period.

(3) Protection Method III. As soon as the surface is sufficiently set to prevent marring, the concrete shall be covered with 12 in. (300 mm) of loose, dry straw followed by a layer of impermeable covering. The edges of the covering shall be sealed to prevent circulation of air and prevent the cover from flapping or blowing. The protection shall remain in place until the concrete is seven days old. If construction operations require removal, the protection removed shall be replaced immediately after completion or suspension of such operations.

**1020.14 Temperature Control for Placement.** Temperature control for concrete placement shall be according to the following.

(a) Concrete other than Structures. Concrete may be placed when the air temperature is above 35 °F (2 °C) and rising, and concrete placement shall stop when the falling temperature reaches 40 °F (4 °C) or below, unless otherwise approved by the Engineer.

The temperature of concrete immediately before placement shall be a minimum of 50  $^{\circ}$ F (10  $^{\circ}$ C) and a maximum of 90  $^{\circ}$ F (32  $^{\circ}$ C). If concrete is pumped, the temperature of the concrete as placed in the forms shall be a minimum of 50  $^{\circ}$ F (10  $^{\circ}$ C) and a maximum of 90  $^{\circ}$ F (32  $^{\circ}$ C). A maximum concrete temperature shall not apply to Class PP concrete.

(b) Concrete in Structures. Concrete may be placed when the air temperature is above 40 °F (4 °C) and rising, and concrete placement shall stop when the falling temperature reaches 45 °F (7 °C) or below, unless otherwise approved by the Engineer.

The temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C). If concrete is pumped, the temperature of the concrete as placed in the forms shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C).

When insulated forms are used, the maximum temperature of the concrete mixture immediately before placement shall be 80 °F (25 °C).

When concrete is placed in contact with previously placed concrete, the temperature of the mixed concrete may be increased to 80  $^{\circ}$ F (25  $^{\circ}$ C) by the Contractor to offset anticipated heat loss.

- (c) All Classes of Concrete. Aggregates and water shall be heated or cooled uniformly and as necessary to produce concrete within the specified temperature limits. No frozen aggregates shall be used in the concrete.
- (d) Temperature. The concrete temperature shall be determined according to Illinois Modified AASHTO T 309.

**1020.15** Heat of Hydration Control for Concrete Structures. The Contractor shall control the heat of hydration for concrete structures when the least dimension for a drilled shaft, foundation, footing, substructure, or superstructure concrete pour exceeds 5.0 ft (1.5 m). The work shall be according to the following.

- (a) Temperature Restrictions. The maximum temperature of the concrete after placement shall not exceed 150 °F (66 °C). The maximum temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface shall not exceed 35 °F (19 °C). The Contractor shall perform temperature monitoring to ensure compliance with the temperature restrictions.
- (b) Thermal Control Plan. The Contractor shall provide a thermal control plan a minimum of 28 calendar days prior to concrete placement for review by the Engineer. Acceptance of the thermal control plan by the Engineer shall not preclude the Contractor from specification compliance, and from preventing cracks in the concrete. At a minimum, the thermal control plan shall provide detailed information on the following requested items and shall comply with the specific specifications indicated for each item.
  - (1) Concrete mix design(s) to be used. Grout mix design if post-cooling with embedded pipe.

The mix design requirements in Articles 1020.04 and 1020.05 shall be revised to include the following additional requirements to control the heat of hydration.

- a. The concrete mixture shall be uniformly graded and preference for larger size aggregate shall be used in the mix design. Article 1004.02(d)(2) and information in the "Portland Cement Concrete Level III Technician Course Manual of Instructions for Design of Concrete Mixtures" shall be used to develop the uniformly graded mixture.
- b. The following shall apply to all concrete except Class DS concrete or when self-consolidating concrete is desired. For central-mixed concrete, the Contractor shall have the option to develop a mixture with a minimum of 520 lbs/cu yd (309 kg/cu m) of cement and finely divided minerals summed together. For truck-mixed or shrink-mixed concrete, the Contractor shall have the option to develop a mixture with a minimum of 550 lbs/cu yd (326 kg/cu m) of cement and finely divided minerals summed together. A water-reducing or high range water-reducing admixture shall be used in the central mixed, truck-mixed or shrink-mixed concrete mixture to be placed underwater, the minimum cement and finely divided minerals shall be 550 lbs/cu yd (326 kg/cu m) for central-mixed concrete, and 580 lbs/cu yd (344 kg/cu m) for truck-mixed or shrink-mixed concrete.

For Class DS concrete, CA 11 may be used. If CA 11 is used, the Contractor shall have the option to develop a mixture with a minimum cement and finely divided minerals of 605 lbs/cu yd (360 kg/cu m) summed together. If CA 11 is used and either Class DS concrete is placed underwater or a self-consolidating concrete mixture is desired, the Contractor shall have the option to develop a mixture with a minimum cement and finely divided minerals of 635 lbs/cu yd (378 kg/cu m) summed together.

- c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor shall provide freeze/thaw test results according to AASHTO T 161 Procedure A or B, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer.
- d. The maximum cement replacement with fly ash shall be 40.0 percent. The maximum cement replacement with ground granulated blast-furnace slag shall be 65.0 percent. When cement replacement with ground granulated blast-furnace slag exceeds 35.0 percent, only Grade 100 shall be used.
- e. The mixture may contain a maximum of two finely divided minerals. The finely divided mineral in portland-pozzolan cement or portland blast-furnace slag cement shall count toward the total number of finely divided minerals allowed. The finely divided minerals shall constitute a maximum of 65.0 percent of the total cement plus finely divided minerals. The fly ash portion shall not exceed 40.0 percent. The ground granulated blast-furnace slag portion shall not exceed 65.0 percent. The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed 5.0 percent.

f. The time to obtain the specified strength may be increased to a maximum 56 days, provided the curing period specified in Article 1020.13 is increased to a minimum of 14 days.

The minimum grout strength for filling embedded pipe shall be as specified for the concrete, and testing shall be according to AASHTO T 106.

(2) The selected mathematical method for evaluating heat of hydration thermal effects, which shall include the calculated adiabatic temperature rise, calculated maximum concrete temperature, and calculated maximum temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface. The time when the maximum concrete temperature and maximum temperature differential will occur is required if the time frame will be more than seven days.

Acceptable mathematical methods include ACI 207.2R "Report on Thermal and Volume Change Effects on Cracking of Mass Concrete" as well as other proprietary methods. The Contractor shall perform heat of hydration testing on the cement and finely divided minerals to be used in the concrete mixture. The test shall be according to ASTM C 186 or other applicable test methods, and the result for heat shall be used in the equation to calculate adiabatic temperature rise.

The Contractor has the option to propose a higher maximum temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface, but the proposed value shall not exceed 50 °F (10 °C). In addition, based on strength gain of the concrete, multiple maximum temperature differentials at different times may be proposed. The proposed value shall be justified through a mathematical method.

(3) Proposed maximum concrete temperature or temperature range prior to placement.

Article 1020.14 shall apply except a minimum 40 °F (10 °C) concrete temperature will be permitted.

(4) Pre-cooling, post-cooling, and surface insulation methods that will be used to ensure the concrete will comply with the specified maximum temperature and specified or proposed temperature differential. For reinforcement that extends beyond the limits of the pour, the Contractor shall indicate if the reinforcement is required to be covered with insulation.

#### FAP ROUTE 782 (IL 1) SECTION D9 CM BRIDGE REPAIR 2012-3 GALLATIN COUNTY CONTRACT NO. 78253

Refer to ACI 207.4R "Cooling and Insulating Systems for Mass Concrete" for acceptable methods that will be permitted. A copy of the ACI document shall be provided to the Engineer at the construction site. If embedded pipe is used for postcooling, the material shall be polyvinyl chloride or polyethylene. The embedded pipe system shall be properly supported, and the Contractor shall subsequently inspect glued joints to ensure they are able to withstand free falling concrete. The embedded pipe system shall be leak tested after inspection of the glued joints, and prior to the concrete placement. The leak test shall be performed at maximum service pressure or higher for a minimum of 15 minutes. All leaks shall be repaired. The embedded pipe cooling water may be from natural sources such as streams and rivers, but shall be filtered to prevent system stoppages. When the embedded pipe is no longer needed, the surface connections to the pipe shall be removed to a depth of 4 in. (100 mm) below the surface of the concrete. The remaining pipe shall be completely filled with grout. The 4 in. (100 mm) deep concrete hole shall be filled with nonshrink grout. Form and insulation removal shall be done in a manner to prevent cracking and ensure the maximum temperature differential is maintained. Insulation shall be in good condition as determined by the Engineer and properly attached.

(5) Dimensions of each concrete pour, location of construction joints, placement operations, pour pattern, lift heights, and time delays between lifts.

Refer to ACI 207.1R "Guide to Mass Concrete" for acceptable placement operations that will be permitted. A copy of the ACI document shall be provided to the Engineer at the construction site.

(6) Type of temperature monitoring system, the number of temperature sensors, and location of sensors.

A minimum of two independent temperature monitoring systems and corresponding sensors shall be used.

The temperature monitoring system shall have a minimum temperature range of 32 °F (0 °C) to 212 °F (100 °C), an accuracy of  $\pm 2$  °F ( $\pm 1$  °C), and be able to automatically record temperatures without external power. Temperature monitoring shall begin once the sensor is encased in concrete, and with a maximum interval of one hour. Temperature monitoring may be discontinued after the maximum concrete temperature has been reached, post-cooling is no longer required, and the maximum temperature differential between the internal concrete core and the ambient air temperature does not exceed 35 °F (19 °C). The Contractor has the option to select a higher maximum temperature differential, but the proposed value shall not exceed 50 °F (28 °C). The proposed value shall be justified through a mathematical method.

At a minimum, a temperature sensor shall be located at the theoretical hottest portion of the concrete, normally the geometric center, and at the exterior face that will provide the maximum temperature differential. At the exterior face, the sensor shall be located 2 to 3 in. (50 to 75 mm) from the surface of the concrete. Sensors shall also be located a minimum of 1 in. (25 mm) away from reinforcement, and equidistant between cooling pipes if either applies. A sensor will also be required to measure ambient air temperature. The entrant/exit cooling water temperature for embedded pipe shall also be monitored.

Temperature monitoring results shall be provided to the Engineer a minimum of once each day and whenever requested by the Engineer. The report may be electronic or hard copy. The report shall indicate the location of each sensor, the temperature recorded, and the time recorded. The report shall be for all sensors and shall include ambient air temperature and entrant/exit cooling water temperatures. The temperature data in the report may be provided in tabular or graphical format, and the report shall indicate any corrective actions during the monitoring period. At the completion of the monitoring period, the Contractor shall provide the Engineer a final report that includes all temperature data and corrective actions.

- (7) Indicate contingency operations to be used if the maximum temperature or temperature differential of the concrete is reached after placement.
- (c) Temperature Restriction Violations. If the maximum temperature of the concrete after placement exceeds 150 °F (66 °C), but is less than 158 °F (70 °C), the concrete will be accepted if no cracking or other unacceptable defects are identified. If cracking or unacceptable defects are identified, Article 105.03 shall apply. If the concrete temperature exceeds 158 °F (70 °C), Article 105.03 shall apply.

If a temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface exceeds the specified or proposed maximum value allowed, the concrete will be accepted if no cracking or other unacceptable defects are identified. If unacceptable defects are identified, Article 105.03 shall apply.

When the maximum 150 °F (66 °C) concrete temperature or the maximum allowed temperature differential is violated, the Contractor shall implement corrective action prior to the next pour. In addition, the Engineer reserves the right to request a new thermal control plan for acceptance before the Contractor is allowed to pour again.

(d) Inspection and Repair of Cracks. The Engineer will inspect the concrete for cracks after the temperature monitoring is discontinued, and the Contractor shall provide access for the Engineer to do the inspection. A crack may require repair by the Contractor as determined by the Engineer. The Contractor shall be responsible for the repair of all cracks. Protective coat or a concrete sealer shall be applied to a crack less than 0.007 in. (0.18 mm) in width. A crack that is 0.007 in. (0.18 mm) or greater shall be pressure injected with epoxy according to Section 590.

### RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012

Revise Section 1031 of the Standard Specifications to read:

#### "SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

**1031.01 Description.** Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
  - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
  - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

**1031.02 Stockpiles.** RAP and RAS stockpiles shall be according to the following.

(a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District provide documentation on the quality of the RAP to clarify the appropriate stockpile.

(1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix the FRAP will be incorporated.

Mixture FRAP will be used in:	Sieve Size that 100% of FRAP
	Shall Pass
IL-25.0	2 in. (50 mm)
IL-19.0	1 1/2 in. (40 mm)
IL-12.5	1 in. (25 mm)
IL-9.5	3/4 in. (20 mm)
IL-4.75	1/2 in. (13 mm)

- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, HMA (High or Low ESAL), or "All Other" (as defined by Article 1030.04(a)(3)) mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

(b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise approved by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

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

**1031.03 Testing.** RAP/FRAP and RAS testing shall be according to the following.

- (a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.
  - (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
  - (2) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Each sample shall be split to obtain two equal samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

(b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Illinois Department of Transportation Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once  $a \le 1000$  ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

Before testing, each sample shall be split to obtain two test samples. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall perform a washed extraction and test for unacceptable materials on the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

**1031.04 Evaluation of Tests.** Evaluation of tests results shall be according to the following.

(a) Evaluation of RAP/FRAP Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm}. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous /Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	±6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5 %	
No. 200 (75 μm)	$\pm$ 2.0 %	$\pm$ 4.0 %
Asphalt Binder	$\pm$ 0.4 % $^{1/}$	$\pm \ 0.5 \ \%$
G _{mm}	± 0.03	

1/ The tolerance for FRAP shall be  $\pm\,0.3$  %.

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

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

(b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

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

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

### 1031.05 Quality Designation of Aggregate in RAP/FRAP.

- (a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
  - (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
  - (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
  - (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
  - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

**1031.06 Use of RAP/FRAP and/or RAS in HMA.** The use of RAP/FRAP and/or RAS shall be a Contractor's option when constructing HMA in all contracts.

- (a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.
  - (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
  - (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.
  - (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. RAP/FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous RAP and FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.
  - (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
  - (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, conglomerate, or conglomerate DQ.
  - (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given N Design.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.
  - (1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

HMA Mixtures ^{1/, 2/}	RAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10
105	10	10	10

### RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, 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 PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- (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 FRAP/RAS tables listed below for the given N design.

HMA Mixtures	Level 1 - FRAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified 3/, 4/
30	35	35	10
50	30	25	10
70	25	20	10
90	20	15	10
105	10	10	10

### Level 1 - FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N30, 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 PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

- 3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.
- 4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 20 percent.

HMA Mixtures	Level 2 – FRAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified ^{3/,} 4/
30	40	40	10
50	40	30	10
70	30	20	10
90	30	20	10
105	30	15	10

### Level 2 – FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N30, 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 PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- 3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.
- 4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

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

FRAP/RAS mix designs exceeding the Level 1 FRAP/RAS Maximum ABR percentages shall be tested prior to submittal for verification, according to Illinois Modified AASHTO T 324 (Hamburg Wheel) and shall meet the following requirements.

Asphalt Binder Grade	# Repetitions	Max. Rut Depth in. (mm)
PG76-XX	20,000	1/2 (12.5)
PG70-XX	15,000	1/2 (12.5)
PG64-XX	7,500	1/2 (12.5)
PG58-XX	5,000	1/2 (12.5)

- (a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS designs shall be submitted for volumetric verification. If additional RAP/FRAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP stockpiles may be used in the original mix design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.500 shall be used for mix design purposes.

**1031.08 HMA Production.** Mixture production where the FRAP/RAS ABR percentage exceeds the Level 1 limits, shall be sampled within the first 500 tons (450 metric tons) on the first day of production with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture conformance is demonstrated prior to start of mix production for a State contract.

(a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

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

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

(b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

When producing HMA containing RAS, a positive dust control system shall be utilized.

- (c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.
  - (1) Dryer Drum Plants.
    - a. Date, month, year, and time to the nearest minute for each print.
    - b. HMA mix number assigned by the Department.

- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)
- (2) Batch Plants.
  - a. Date, month, year, and time to the nearest minute for each print.
  - b. HMA mix number assigned by the Department.
  - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
  - d. Mineral filler weight to the nearest pound (kilogram).
  - f. RAP/FRAP/RAS weight to the nearest pound (kilogram).
  - g. Virgin asphalt binder weight to the nearest pound (kilogram).
  - h. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

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

**1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders.** The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

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

### REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2012

Revised: November 2, 2012

Revise Article 669.01 of the Standard Specifications to read:

"669.01 Description. This work shall consist of the transportation and proper disposal of contaminated soil and water. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their content and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities."

Revise Article 669.08 of the Standard Specifications to read:

"669.08 Contaminated Soil and/or Groundwater Monitoring. The Contractor shall hire a qualified environmental firm to monitor the area containing the regulated substances. The affected area shall be monitored with a photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID). Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. No excavated soils can be taken to a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation with detectable PID or FID meter readings. The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily. All testing shall be done by a qualified engineer/technician. Such testing and monitoring shall be included in the work. The Contractor shall identify the exact limits of removal of non-special waste, special waste, or hazardous waste, special waste, special waste, or hazardous waste. All limits shall be approved by the Engineer prior to excavation. The Contractor shall take all necessary precautions.

Based upon PID or FID readings indicating contamination, a soil or groundwater sample shall be taken from the same location and submitted to an approved laboratory. Soil or groundwater samples shall be analyzed for the contaminants of concern, including pH, based on the property's land use history or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605. The analytical results shall serve to document the level of soil contamination. Soil and groundwater samples may be required at the discretion of the Engineer to verify the level of soil and groundwater contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, location and elevation, and any other observations.

The laboratory shall use a detectable concentration which is equal to the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846 and "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective."

Replace the first two paragraphs of Article 669.09 of the Standard Specifications with the following:

"669.09 Contaminated Soil and/or Groundwater Management and Disposal. The management and disposal of contaminated soil and/or groundwater shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
  - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
  - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
  - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
  - (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
  - (5) When the Engineer determines soil cannot be managed according to Articles 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.

- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC but the pH of the soil is less than 6.25 or greater than 9.0, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as "uncontaminated soil" according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (c) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

All groundwater encountered within lateral trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10⁻⁷ cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer."

Revise Article 669.14 of the Standard Specifications to read:

"669.14 Final Environmental Construction Report. At the end of the project, the Contractor will prepare and submit three copies of the Environmental Construction Report on the activities conducted during the life of the project, one copy shall be submitted to the Resident Engineer, one copy shall be submitted to the District's Environmental Studies Unit, and one copy shall be submitted with an electronic copy in Adode.pdf format to the Geologic and Waste Assessment Unit, Bureau of Design and Environment, IDOT, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The technical report shall include all pertinent information regarding the project including, but not limited to:

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,
- (b) Cost of identifying, monitoring, handling, and disposing of soil or groundwater containing regulated substances, the cost of preventing further migration of regulated substances, and the cost for worker protection from the regulated substances. All cost should be in the format of the contract pay items listed in the contract plans (identified by the preliminary environmental site investigation (PESA) site number),
- (c) Plan sheets showing the areas containing the regulated substances,
- (d) Field sampling and testing results used to identify the nature and extent of the regulated substances,

- (e) Waste manifests (identified by the preliminary environmental site investigation (PESA) site number) for special or hazardous waste disposal, and
- (f) Landfill tickets (identified by the preliminary environmental site investigation (PESA) site number) for non-special waste disposal."

Revise the second paragraph of Article 669.16 of the Standard Specifications to read:

"The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL."

#### REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

"202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials. Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction limits, the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor's landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor's responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

FAP ROUTE 782 (IL 1) SECTION D9 CM BRIDGE REPAIR 2012-3 GALLATIN COUNTY CONTRACT NO. 78253

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the rightof-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm)."

#### SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

Revised: April 1, 2011

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting according to Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

The mobilization payment to the subcontractor is an advance payment of the reported amount of the subcontract and is not a payment in addition to the amount of the subcontract; therefore, the amount of the advance payment will be deducted from future progress payments.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

### SYNTHETIC FIBERS IN CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)

Effective: November 1, 2012

Add the following to Article 606.02 of the Standard Specifications.

- - Note 1. Synthetic fibers may be used in the concrete mixture for slipform applications.

Synthetic fibers shall be Type III according to ASTM C 1116. The synthetic fiber shall have a minimum length of 1/2 in. (13 mm) and a maximum length of 0.75 in. (19 mm).

The synthetic fibers shall be added to the concrete and mixed per the manufacturer's recommendation. The maximum dosage rate in the concrete mixture shall be 1.5 lb/cu yd (0.9 kg/cu m).

The Department will maintain an "Approved List of Synthetic Fibers"."

Revise the second paragraph of Article 606.11 of the Standard Specifications to read:

"Forms shall be removed within 24 hours after the concrete has been placed, and minor defects shall be filled with grout consisting of one part cement and two parts sand mixed with water."

### TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

"Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form "OPER 2720"."

#### TYPE G INLET BOX (BDE)

Effective: January 1, 2012

Revise Article 610.09 of the Standard Specifications to read:

"610.09 Basis of Payment. Inlet boxes, complete in place, will be paid for at the contract unit price per each for TYPE E INLET BOX, STANDARD 610001; TYPE F INLET BOX, STANDARD 610001; or TYPE G INLET BOX, STANDARD 610001."

#### TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: August 1, 2011

Revise the third sentence of the third paragraph of Article 105.03(b) of the Standard Specifications to read:

"The daily monetary deduction will be \$2,500."

### UTILITY COORDINATION AND CONFLICTS (BDE)

Effective: April 1, 2011

Revised: January 1, 2012

Revise Article 105.07 of the Standard Specifications to read:

"**105.07 Cooperation with Utilities.** The Department reserves the right at any time to allow work by utilities on or near the work covered by the contract. The Contractor shall conduct his/her work so as not to interfere with or hinder the progress or completion of the work being performed by utilities. The Contractor shall also arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of utility work in the area.

The Contractor shall cooperate with the owners of utilities in their removal and rearrangement operations so work may progress in a reasonable manner, duplication or rearrangement of work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer." Revise the first sentence of the last paragraph of Article 107.19 of the Standard Specifications to read:

"When the Contractor encounters unexpected regulated substances due to the presence of utilities in unanticipated locations, the provisions of Article 107.40 shall apply; otherwise, if the Engineer does not direct a resumption of operations, the provisions of Article 108.07 shall apply."

Revise Article107.31 of the Standard Specification to read:

#### "107.31 Reserved."

Add the following four Articles to Section 107 of the Standard Specifications:

"**107.37 Locations of Utilities within the Project Limits.** All known utilities existing within the limits of construction are either indicated on the plans or visible above ground. For the purpose of this Article, the limits of proposed construction are defined as follows:

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway.
  - (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 2 ft (600 mm) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 4 ft (1.2 m) outside the edges of structure footings or the structure where no footings are required.

- (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
- (3) The lower vertical limits shall be either the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway in a Generally Transverse Direction.
  - (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction, unless otherwise required by the regulations governing the specific utility involved.
  - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions as indicated in the contract. It is further understood the actual location of the utilities may be located anywhere within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c), and the proximity of some utilities to construction may require extraordinary measures by the Contractor to protect those utilities.

No additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from known utility facilities or any adjustment of them, except as specifically provided in the contract.

**107.38** Adjustments of Utilities within the Project Limits. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation, or altering of an existing utility facility in any manner.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting known utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits as described in Article 107.37. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be indicated in the contract.

The Contractor may make arrangements for adjustment of utilities indicated in the contract, but not scheduled by the Department for adjustment, provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any such adjustments shall be the responsibility of the Contractor.

**107.39 Contractor's Responsibility for Locating and Protecting Utility Property and Services.** At points where the Contractor's operations are adjacent to properties or facilities of utility companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

Within the State of Illinois, a State-Wide One Call Notice System has been established for notifying utilities. Outside the city limits of the City of Chicago, the system is known as the Joint Utility Locating Information for Excavators (JULIE) System. Within the city limits of the City of Chicago the system is known as DIGGER. All utility companies and municipalities which have buried utility facilities in the State of Illinois are a part of this system.

The Contractor shall call JULIE (800-892-0123) or DIGGER (312-744-7000), a minimum of 48 hours in advance of work being done in the area, and they will notify all member utility companies involved their respective utility should be located.

For utilities which are not members of JULIE or DIGGER, the Contractor shall contact the owners directly. The plan general notes will indicate which utilities are not members of JULIE or DIGGER.

The following table indicates the color of markings required of the State-Wide One Call Notification System.

Utility Service	Color
Electric Power, Distribution and Transmission	Safety Red
Municipal Electric Systems	Safety Red
Gas Distribution and Transmission	High Visibility Safety Yellow
Oil Distribution and Transmission	High Visibility Safety Yellow
Telephone and Telegraph System	Safety Alert Orange
Community Antenna Television Systems	Safety Alert Orange
Water Systems	Safety Precaution Blue
Sewer Systems	Safety Green
Non-Potable Water and Slurry Lines	Safety Purple
Temporary Survey	Safety Pink
Proposed Excavation	Safety White (Black when snow is on the ground)

The State-Wide One Call Notification System will provide for horizontal locations of utilities. When it is determined that the vertical location of the utility is necessary to facilitate construction, the Engineer may make the request for location from the utility after receipt of notice from the Contractor. If the utility owner does not field locate their facilities to the satisfaction of the Engineer, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

In the event of interruption of utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

**107.40 Conflicts with Utilities.** Except as provided hereinafter, the discovery of a utility in an unanticipated location will be evaluated according to Article 104.03. It is understood and agreed that the Contractor has considered in the bid all facilities not meeting the definition of a utility in an unanticipated location and no additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from such facilities.

When the Contractor discovers a utility in an unanticipated location, the Contractor shall not interfere with said utility, shall take proper precautions to prevent damage or interruption of the utility, and shall promptly notify the Engineer of the nature and location of said utility.

- (a) Definition. A utility in an unanticipated location is defined as an active or inactive utility, which is either:
  - (1) Located underground and (a) not shown in any way in any location on the contract documents; (b) not identified in writing by the Department to the Contractor prior to the letting; or (c) not located relative to the location shown in the contract within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c); or
  - (2) Located above ground or underground and not relocated as provided in the contract.

Service connections shall not be considered to be utilities in unanticipated locations.

- (b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work applicable to the utility or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows:
  - (1) Minor Delay. A minor delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than two hours, but not to exceed three weeks.
  - (2) Major Delay. A major delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than three weeks.
  - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the contractor's rate of production decreases by more than 25 percent and lasts longer than seven days.
- (c) Payment. Payment for Minor, Major and Reduced Rate of Production Delays will be made as follows.
  - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

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

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

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to three weeks plus the cost of move-out to either the Contractor's yard or another job, whichever is less. Rental equipment may be paid for longer than three weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

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

Whether covered by (1), (2) or (3) above, additional traffic control required as a result of the operation(s) delayed will be paid for according to Article 109.04 for the total length of the delay.

If the delay is clearly shown to have caused work, which would have otherwise been completed, to be done after material or labor costs have increased, such increases may be paid. Payment for materials will be limited to increased cost substantiated by documentation furnished by the Contractor. Payment for increased labor rates will include those items in Article 109.04(b)(1) and (2), except the 35 percent and ten percent additives will not be permitted. On a working day contract, a delay occurring between November 30 and May 1, when work has not started, will not be considered as eligible for payment of measured labor and material costs.

Project overhead (not including interest) will be allowed when all progress on the contract has been delayed, and will be calculated as 15 percent of the delay claim.

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

### WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: November 1, 2012

<u>Description</u>. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

### Materials.

Add the following to Article 1030.02 of the Standard Specifications.

"(h) Warm Mix Asphalt (WMA) Technologies (Note 3)"

Add the following note to Article 1030.02 of the Standard Specifications.

"Note 3. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm-Mix Asphalt Technologies"."

#### Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

"(13) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of  $\pm 2$  percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.
- b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

#### Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

- "(d) Warm Mix Technologies.
  - (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
  - (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification. Additional mixture verification requirements include Hamburg Wheel testing according to Illinois Modified AASHTO T324 and tensile strength testing according to Illinois Modified AASHTO T283 which shall meet the criteria in Tables 1 and 2 respectively herein. The Contractor shall provide the additional material as follows:
    - a. Four gyratory specimens to be prepared in the Contractor's lab according to Illinois Modified AASHTO T324.
    - b. Sufficient mixture to conduct tensile strength testing according to Illinois Modified AASHTO T283.

# Wheel	Max Rut Depth			
Passes	in. (mm)			
20,000	1/2 in. (12.5 mm)			
15,000	1/2 in. (12.5 mm)			
7,500	1/2 in. (12.5 mm)			
5,000	1/2 in. (12.5 mm)			
	# Wheel Passes 20,000 15,000 7,500			

Table 1. Illinois Modified AASHTO T324 Requirements ^{1/}

1/ Loose WMA shall be oven aged at  $270 \pm 5$  °F ( $132 \pm 3$  °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Asphalt Binder	Tensile Strength psi (kPa)		
Grade	Minimum	Maximum	
PG 76-XX	80 (552)	200 (1379)	
PG 70-XX			
PG 64-XX	60 (414)	200 (1379)"	
PG 58-XX			

### Table 2. Tensile Strength Requirements

#### Production.

Revise the second paragraph of Article 1030.06(a) of the Standard Specifications to read:

"At the start of mix production for HMA, WMA, and HMA using WMA technologies, QC/QA mixture start-up will be required for the following situations; at the beginning of production of a new mix of a new mixture design, at the beginning of each production season, and at every plant utilized to produce mixtures, regardless of the mix."

Insert the following after the sixth paragraph of Article 1030.06(a) of the Standard Specifications:

"Warm mix technologies shall be as follows.

- (1) Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 and tensile strength testing according to Illinois Modified AASHTO T283 (approximately 110 lb (50 kg) total).
- (2) Upon completion of the start-up, WMA, or HMA using WMA technologies, production shall cease. The Contractor may revert to conventional HMA production provided a start-up has been previously completed for the current construction season for the mix design. WMA, or HMA using WMA technologies, may resume once all the test results, including Hamburg Wheel results are completed and found acceptable by the Engineer."

Add the following after the first paragraph of Article 1030.05(d)(2)c. of the Standard Specifications:

"During production of each WMA mixture or HMA utilizing WMA technologies, the Engineer will request a minimum of one randomly located sample, identified by the Engineer, for Hamburg Wheel testing to determine compliance with the requirements specified in Table 1 herein."

### Quality Control/Quality Assurance Testing.

Revise the table in Article 1030.05(d)(2)a. of the Stan	ndard Specifications to read:
---------------------------------------------------------	-------------------------------

	Frequency of Tests	Frequency of Tests	Test Method
Parameter	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	See Manual of Test Procedures for Materials
Aggregate Gradation	1 washed ignition oven test on the mix per half day of production	1 washed ignition oven test on the mix per day of production	Illinois Procedure
% passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)	Note 4.	Note 4.	
Note 1.			
Asphalt Binder Content by Ignition Oven	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
Note 2.	Deute and dusting	N1/A	Illing of a Magalific of
VMA	Day's production ≥ 1200 tons:	N/A	Illinois-Modified AASHTO R 35
Note 3.	1 per half day of production		
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Air Voids	Day's production ≥ 1200 tons:		
Bulk Specific Gravity of Gyratory Sample	1 per half day of production	1 per day	Illinois-Modified AASHTO T 312
Note 5.	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Maximum Specific Gravity of Mixture	Day's production ≥ 1200 tons:	1 per day	Illinois-Modified AASHTO T 209
	1 per half day of production		
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

Note 1. The No. 8 (2.36 mm) and No. 30 (600  $\mu m$ ) sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch

Note 5. The WMA compaction temperature for mixture volumetric testing shall be  $270 \pm 5$  °F ( $132 \pm 3$  °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be  $270 \pm 5$  °F ( $132 \pm 3$  °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to cool to room temperature it shall be reheated to standard HMA compaction temperatures."

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

### WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

### WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **50** working days.

### ILLINOIS DEPARTMENT OF LABOR

### PREVAILING WAGES FOR ; 5 @@5 H-B COUNTY EFFECTIVE OCTOBER 2012

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <a href="http://www.state.il.us/agency/idol/">http://www.state.il.us/agency/idol/</a> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.

# **Gallatin County Prevailing Wage for October 2012**

(See explanation of column headings at bottom of wages)

(See explanation of column nedal								
Trade Name RG	TYP C	Base	FRMAN *M-F>8	OSA C	DSH H/W	Pensn	Vac	Trng
=======================================	=== =	=====	====== =====	=== =	=== =====	=====	=====	=====
ASBESTOS ABT-GEN	ALL	25.300	25.750 1.5	1.5 2	2.0 5.750	10.35	0.000	0.900
ASBESTOS ABT-MEC	BLD		22.150 1.5		2.0 6.400			
BOILERMAKER	BLD		34.000 1.5		2.0 7.070			
-								
BRICK MASON	BLD		30.120 1.5		2.0 8.200			
CARPENTER	BLD	31.890	33.390 1.5	1.5 2	2.0 6.550	6.750	0.000	0.400
CARPENTER	HWY	31.840	33.340 1.5	1.5 2	2.0 6.550	6.750	0.000	0.400
CEMENT MASON	BLD	28,200	29.700 1.5	1.5 2	2.0 6.600	5.400	0.000	0.500
CEMENT MASON	HWY		28.290 1.5		2.0 6.600			
CERAMIC TILE FNSHER	BLD	27.120	0.000 1.5		2.0 8.200			
ELECTRIC PWR EQMT OP		35.570	0.000 1.5		2.0 5.000			
ELECTRIC PWR EQMT OP	all 2	31.740	0.000 1.5	1.5 2	2.0 5.000	8.880	0.000	0.320
ELECTRIC PWR GRNDMAN	ALL	26.100	0.000 1.5	1.5 2	2.0 5.000	7.310	0.000	0.260
ELECTRIC PWR LINEMAN	ALL	44 630	47.650 1.5		2.0 5.000			
ELECTRICIAN			40.890 1.5		2.0 5.350			
	ALL							
ELECTRONIC SYS TECH	BLD		33.620 1.5		2.0 5.350			
FLOOR LAYER	BLD	29.330	30.080 1.5	1.5 2	2.0 6.550	6.750	0.000	0.400
GLAZIER	BLD	26.780	28.030 1.5	1.5 2	2.0 5.570	5.200	0.000	0.300
HT/FROST INSULATOR	BLD	28,920	29.920 1.5	1.5 2	2.0 4.800	8,160	0.000	0.280
IRON WORKER	ALL		28.270 1.5		2.0 7.010			
LABORER	BLD		25.750 1.5		2.0 5.750			
LABORER	HWY		25.750 1.5		2.0 5.750			
LABORER	0&C	17.740	18.190 1.5	1.5 2	2.0 5.450	8.450	0.000	0.800
MACHINIST	BLD	43.550	46.050 1.5	1.5 2	2.0 6.130	8.950	1.850	0.000
MARBLE FINISHERS	BLD	27.120	0.000 1.5	152	2.0 8.200	7 030	0 000	0 430
MARBLE MASON	BLD		30.120 1.5		2.0 8.200			
MILLWRIGHT	BLD		33.390 1.5		2.0 6.550			
MILLWRIGHT	HWY	31.840	33.340 1.5	1.5 2	2.0 6.550	6.750	0.000	0.400
OE RIVER 1	RIV 1	33.550	34.550 1.5	1.5 2	2.0 7.000	8.800	0.000	1.450
OE RIVER 2	RIV 2	30.100	34.550 1.5	1.5 2	2.0 7.000	8.800	0.000	1.450
OPERATING ENGINEER			34.450 1.5		2.0 7.000			
OPERATING ENGINEER			34.450 1.5		2.0 7.000			
OPERATING ENGINEER			34.450 1.5		2.0 7.000			
OPERATING ENGINEER	ALL 4	21.400	27.800 1.5	1.5 2	2.0 5.650	6.100	0.000	1.100
OPERATING ENGINEER	0&C 1	25.090	26.090 1.5	1.5 2	2.0 7.000	8.800	0.000	1.450
OPERATING ENGINEER	0&C 2	23.660	26.090 1.5	1.5 2	2.0 7.000	8.800	0.000	1.450
OPERATING ENGINEER	0&03	18 120	26.090 1.5	1 5 2	2.0 7.000	8 800	0 000	1 450
OPERATING ENGINEER			21.100 1.5		2.0 5.650			
PAINTER	BLD		27.760 1.5		2.0 6.630			
PAINTER	HWY	30.560	32.060 1.5	1.5 2	2.0 6.630	7.070	0.000	0.500
PAINTER OVER 30FT	BLD	27.260	28.760 1.5	1.5 2	2.0 6.630	7.070	0.000	0.500
PAINTER PWR EQMT	BLD	27.260	28.760 1.5	1.5 2	2.0 6.630	7.070	0.000	0.500
PAINTER PWR EQMT	HWY	31,560	33.060 1.5	1.5 2	2.0 6.630	7.070	0.000	0.500
PILEDRIVER	BLD		33.390 1.5		2.0 6.550			
PILEDRIVER	HWY		33.340 1.5		2.0 6.550			
PIPEFITTER	BLD		38.940 1.5		2.0 8.258			
PLASTERER	BLD	27.250	28.750 1.5	1.5 2	2.0 6.400	5.400	0.000	0.500
PLUMBER	BLD	35.400	38.940 1.5	1.5 2	2.0 8.258	8.950	0.000	1.300
ROOFER	BLD	27.240	29.240 1.5		2.0 7.200			
SHEETMETAL WORKER	ALL		33.190 1.5		2.0 7.130			
SPRINKLER FITTER	BLD		39.140 1.5		2.0 8.420			
STONE MASON	BLD		30.120 1.5		2.0 8.200			
TERRAZZO FINISHER	BLD	27.120	0.000 1.5	1.5 2	2.0 8.200	7.030	0.000	0.430
TRUCK DRIVER	ALL 1	30.070	0.000 1.5	1.5 2	2.0 10.30	6.100	0.000	0.250
TRUCK DRIVER		30.520	0.000 1.5		2.0 10.30			
TRUCK DRIVER		30.740	0.000 1.5		2.0 10.30			
TRUCK DRIVER		31.030	0.000 1.5		2.0 10.30			
TRUCK DRIVER	ALL 5	31.850	0.000 1.5	1.5 2	2.0 10.30	6.100	0.000	0.250

TRUCK DRIVER TRUCK DRIVER TRUCK DRIVER TUCKPOINTER	O&C 1 22.7500.000 1.51.5 2.0 2.920 6.700 0.000 0.250O&C 2 19.1500.000 1.51.5 2.0 2.920 6.700 0.000 0.250O&C 3 19.6500.000 1.51.5 2.0 2.920 6.700 0.000 0.250BLD28.620 30.120 1.51.5 2.0 8.200 7.030 0.000 0.430
Legend:	
	RG (Region)
	TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
	C (Class)
	Base (Base Wage Rate)
	FRMAN (Foreman Rate)
	M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
	OSA (Overtime (OT) is required for every hour worked on Saturday)
	OSH (Overtime is required for every hour worked on Sunday and Holidays)
	H/W (Health & Welfare Insurance)
	Pensn (Pension)
	Vac (Vacation)
	Trng (Training)

## **Explanations**

#### GALLATIN COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

#### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### LABORER - OIL AND CHIP RESEALING ONLY

Hook and unhook chip box from aggregate truck; distribute material within chip box; perform flagging work related to oil and chip resealing; hand spray oil fluids; handle traffic control, including setting-up and maintaining barricades, drums, cones, delineators, signs and other such items, as well as laying-out and applying or removing temporary roadway markings used to control traffic in job site related to oil and chip resealing; and perform clean- up related to oil and chip resealing.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only, and is in no a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

#### ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - O & C (Oil and Chip Resealing ONLY)

It involves driving of contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. Includes transporting materials and equipment (including, but not limited to oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material; and maintaining trucks at job site related to oil and chip resealing.

Class 1. Distributors, liquid asphalt hauling and hauling of asphalt rubber-tired rollers.

Class 2. Stockpiling.

Class 3. Tandem hauling to job site.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. APSCO or Equal Spreading Machine, Backhoe, Backfiller, Boom or Winch Cat, Bituminous Mixplane Machine, Blacksmith, Bituminous Surfacing Machine, Bull-Dozer, Crane, Shovel, Dragline, Truck Crane, Pile Driver, Concrete Breaker, Concrete or PumpCrete Pumps, Dinky or Standard Locomotives, Well or Caisson Drills, Elevating Grader, Fork Lifts, Flexplane, Gradeall, Hi-Lift Hoists, Guy-Derricks, Hysters, Mechanic Motor Patrol, Mixers-21 cu. ft. or over, Push Cats, Pulls and Scrapers, Two Well Point Pumps, Pulverizer or Tiller, PugMill, Rubber-Tired Farm Type Tractor with Bulldozer/Blade/Auger or hi-lift over 1/2 yd., Jersey Spreader, Tract-Air used with Drill or Hi-Lift, Trenching or Ditching Machines, Wood Chipper w/Tractor, Self-Propelled Roller w/Blade, Equipment Greaser, Self-Propelled Bump Grinder on Concrete pavement, Boat Operator, Skid-Loaders, Tuggers, Lazer Screed, and Self-Propelled Chip Spreader (when others run conveyors).

Class 2. Any type tractor pulling any type roller or disc, Two Air Compressors (220 cu. ft. capacity or over), Two AirTract Drills, Air-Track Drill w/Compressor, Automatic Bins or Scales w/Compressor or Generator, Pipeline Boring Machine, Bulk Cement Plant w/Separate Compressor, Power Operated Bull Float, Hydra-Lift w/Single Motor, Straw Mulcher Blower w/Spout, Self-Propelled Roller/Compactor, Back-End man on Bituminous Surfacing Machine, oiler on milling machine.

Class 3. Air Compressor w/Valve driving piling, Boom or Winch Type Truck, Two Conveyors, Self-Propelled Concrete Saw, Form Grader, Truck Crane Oiler, Self-Propelled Vibrator, Rubber Tired Farm Type Tractor w/Blade/Bulldozer/Auger/hi-lift - 1/2 yd. or less, Elevator Operator, Man Lift (scissor lift) when lifting materials.

Class 4. Air-Track Drill (one), Belt Drag Machine, Power Broom, Mechanical Plasterer Applicator, Trac-Air, Air Compressor (220 cu. ft. or over) One, Air Compressor (under 220 cu. ft) four, Automatic Bin, Bulk Cement Plant w/Built-in Compressor running off same motor or electric motor, Fireman or Switchman, Self-Propelled Form Tamper, Light Plants (4), Welding Machines (4), Pumps (4), or Combination of four (4) Pumps, Light Plants, Welding Machines, Air-Compressors (under 220 cu. ft.), Mudjacks or Wood Chipper, Mixers - less than 21 cu. ft. Mortar Mixer w/Skip or Pump, Pipeline Tract Jack. One Operating Engineer may operate and maintain any combination of the following pieces of equipment, not to exceed four (4) which shall be within a reasonable distance, such combination may include any equipment in this classification: (Compressors, Light Plants, Generators, Welding Machines, Pumps or Conveyors), One Well- Point Pump, Two Motor Driven Heaters, One Air Compressor (under 220 cu. ft.), One Engine-Driven Conveyor, One Motor Driven Heater, One Light Plant, One Pump, One Welding Machine, One Ulmac or Equal Spreader, Oilers, and one Generator 10 kw or greater.

OPERATING ENGINEER - 0 & C (Oil and Chip Resealing ONLY). Includes the operation of all motorized heavy equipment used in oil and chip rsealing, including but not limited to operating self-propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment relatd to oil and chip resealing.

Class 1. See Class 1 above for types of equipment operated. Class 2. See Class 2 above for types of equipment operated. Class 3. See Class 3 above for types of equipment operated. Class 4. See Class 4 above for types of equipment operated.

OPERATING ENGINEER RIVER WORK 1 - operate the following machines when working on River Work and Levee Work on the Mississippi and Ohio Rivers, Lakes and Tributaries: Crane, Shovel, Drageline, Scrapers, Dredge, Derrick, Pile-Driver, Push Boat, all power boat operators, Mechanic, Engineman on Dredge, Leverman on Dredge, All Bituminous Spreader machines, Backhoe, Backfiller, Boom, or Winch Cat, Bituminous Mixplane Machine, Blacksmith, Bituminous Surfacing Machine, Bulldozer, Truck Cranes, Hydraulic Truck Mounted Boom/Crane, Concrete Finishing Machine, or Spreader Machine, Concrete Breaker, Concrete or Pumpcrete Machines, Concrete Plant Operator, All Off Road Material Hauling Equipment, Dinky or Standard Locomotives, Well Drill, Elevating Grader, Fork-Lifts, Flexplane, Gradeall, Hi-Lift, Power Handblade Tugger type Hoist, Hoist Two Drum (or over one), Guyderrick, Hyster, Motor Patrol, Mixers - 21 Cu. Ft. or over, Push Cat, Pulls, & Scrapers, Pumps-Two Well Points, Equipment Greaser, P & H Pulverizer or Pulverizer equal to Pugmill, Pugmill, Rubber-Tired farm type tractor w/Bulldozer/Blade/Auger or Hi-Lift over ½ yard, Skimmer Scoops, Seaman Tiller, Jersey Spreader, Tract-Air used with Drill or Hi-Lift, Trenching or Ditching Machine, Wood Chipper w/Tractor, self-propelled roller w/Blade, Concrete Pumps and Small Equipment

#### Operators.

OPERATING ENGINEER RIVER 2 - when working on River Work and Levee Work on the Mississippi and Ohio Rivers, Lakes and Tributaries shall be employed as the Oiler or Fireman on Crane, Dragline, Shovel, Dredge, Truck Crane, Pile Driver, Gradeall, Dinky or Standard Locomotive, Guy Derrick, Trenching Machine or Ditching Machine 80 H.P. and over, All Terrain (cherry-picker) with over 40 ton Lifting Capacity, Deck Oiler and Deckhands.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.