### **INSTRUCTIONS**

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

#### PREQUALIFICATION

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

#### WHO CAN BID ?

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

#### **REQUESTS FOR AUTHORIZATION TO BID**

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

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

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

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

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

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

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

Addenda questions may be directed to the Plans and Contracts Office at (217)782-7806 or 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

Cover page followed by the Pay Items. If you are using special software or CBID to generate your schedule of prices, <u>do not include the blank schedule of prices.</u>

**Page 4 (Item 9)** – Check "YES" if you will use a subcontractor(s). Include the subcontractor(s) name, address and the dollar amount (if over \$25,000). If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.

After page 4, Insert your Cost Adjustments for Steel, Bituminous and Fuel (if applicable), and your State Board of Elections certificate of registration.

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

**Page 10 (Paragraph K)** – List the Union Local Name and number or certified training programs that you have in place. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.

**Page 11 (Paragraph L)** - Insert a copy of your State Board of Elections certificate of registration after page 4 of the bid proposal. Only include the page that has the date stamp on it. Do not include any other certificates or forms showing that you are an Illinois business.

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

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

**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".

**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), 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	
	217 702 0410
Small Business, Disadvantaged Business Enterprise (DBE)	
Contracts, Bids, Letting process or Internet downloads	217-785-0230
Estimates Unit	
	217-700-3403

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

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

Proposal Submitted By

168

Name

Address

City

## Letting June 15, 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. 85559 STEPHENSON County Section 12-00155-00-RS (Freeport) Route FAU 5263 (Hancock Avenue) Project M-5024(030) District 2 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included

Plans Included Herein

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

Prepared by

Page intentionally left blank



### PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

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

Taxpayer Identification Number (Mandatory)

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

Contract No. 85559 STEPHENSON County Section 12-00155-00-RS (Freeport) Project M-5024(030) Route FAU 5263 (Hancock Avenue) District 2 Construction Funds

- Project consists of HMA surface removal, adjusting manholes and valves boxes, replacing areas of curb and gutter, spot removal of sidewalk, PCC concrete sidewalk, patching, overlay with leveling binder, polymer surface course, conversion of pedestrian crossings to ADA compliant crossings and all other incidental items to complete the work on FAU Route 5263 (Hancock Avenue) between Stephenson Street and Arcade Avenue in the city of Freeport.
- 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:

			posal				Proposal
:	Amount of	of Bid Gu	aranty	<u>A</u>	mount o	of Bid	<u>Guaranty</u>
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.

The proposal guaranty check will be found in the proposal for:

Item

Section No.

County

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	mbination		Combination Bid				
No.	Sections Included in Combination	Dollars	Cents				

- 7. SCHEDULE OF PRICES. The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
- 8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement 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 or may be used.

Check box	Yes	
Check box	No	

For known subcontractors with subcontracts with an annual value of more than \$25,000, the contract shall include their name, address, and the dollar allocation for each subcontractor.

10. **EXECUTION OF CONTRACT**: The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer or the State Purchasing Officer is for approval of the procurement process and execution of the contract by the Department. Neither the Chief Procurement Officer or the State Purchasing Officer shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Illinois Procurement Code.

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0625	LEV BIND MM N50	TON	760.000 X		I
03535	P HMA SC "D" N50	TON	1,144.000 X		
00200	PC CONC SIDEWALK 5	SQ FT	276.000 X		
00800	DETECTABLE WARNINGS	1	32.000 X		
00200	COMB CURB GUTTER REM		0.0		1
00900	SIDEWALK REM	SQ FT	276.000 X		
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01745	CL D PATCH T3 8	SQ YD	16.000 X		1
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EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE. . ---NOTE:

A DISCREPANCY BETWEEN THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY. . א

IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE. . ო

BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN. ∢ 4.

2

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

#### I. GENERAL

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

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

**C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

#### II. ASSURANCES

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

#### A. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

#### Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

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

#### B. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

#### C. Inducements

1. The Illinois Procurement Code provides:

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

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

#### D. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

#### E. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

#### F. Confidentiality

1. The Illinois Procurement Code provides:

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

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

#### G. Insider Information

1. The Illinois Procurement Act provides:

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

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

#### **III. CERTIFICATIONS**

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

#### A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### B. <u>Felons</u>

1. The Illinois Procurement Code provides:

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

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

#### C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

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

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

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

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

#### F. Educational Loan

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

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

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

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

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

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

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

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government. No 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 Illinois Procurement Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

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

#### NA-FEDERAL\_\_\_\_\_

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

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

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

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

# The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

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

#### M. Lobbyist Disclosure

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

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

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

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

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

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

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

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

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

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

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

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

2. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. 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 \_\_\_
- 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 <u>NOT APPLICABLE STATEMENT</u> of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

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

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

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

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

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

## ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

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

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

#### DISCLOSURE OF FINANCIAL INFORMATION

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)

OR 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 sl	hare:	

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

(a)	State employment,	currently or in the	e previous	3 years,	including contractua	l employr	nent of services	5.
		-	-	-	-	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.

- If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive
   (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes \_\_\_\_ No \_\_\_
- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes \_\_\_\_ No \_\_\_
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

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

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

Yes No \_\_\_\_

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

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

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statues 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.

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

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

Yes <u>No</u>

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_\_No \_\_\_
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes <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 \_\_\_ No \_\_\_

#### 3. Communication Disclosure.

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

Name and address of person(s):

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

Name of person(s):

Nature of disclosure:

#### **APPLICABLE STATEMENT**

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

Completed by:

Signature of Individual or Authorized Representative

Date

	NOT APPLICABLE STATEMENT	
	ury, I have determined that no individuals associated with this org d require the completion of this Form A.	janization meet
This Disclosure Form	A is submitted on behalf of the CONTRACTOR listed on the previ	ious page.
	Signature of Authorized Representative	Date

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

### ILLINOIS DEPARTMENT OF TRANSPORTATION

#### Form B Other Contracts & 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 Illinois Procurement Act (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) est	ablished 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. 85559 STEPHENSON County Section 12-00155-00-RS (Freeport) Project M-5024(030) Route FAU 5263 (Hancock Avenue) District 2 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						C		-	S							
				MIN	ORITY I	EMPLC	YEES	;		TRA	AINEES			TO BE TO CO		
JOB CATEGORIES		TAL DYEES	PI /	ACK	HISP		-	HER NOR.	APPF TIC			HE JOB		OTAL OYEES	MINO EMPLC	
CATEGORIES	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)				_						-						-
SUPERVISORS																
FOREMEN																
CLERICAL																
EQUIPMENT OPERATORS																
MECHANICS																
TRUCK DRIVERS																
IRONWORKERS																
CARPENTERS																
CEMENT MASONS																
ELECTRICIANS																
PIPEFITTERS, PLUMBERS																
PAINTERS																
LABORERS, SEMI-SKILLED																
LABORERS, UNSKILLED																
TOTAL																
									-		Г	FOF	PARTM	IENT USE	ILY	
	OTAL Tra		ojectio	n for C	ontract		*^		-				 		 -	
EMPLOYEES	10	TAL					-0	THER								

EMPLOYEES	TO	TAL					*OT	HER
IN	EMPLO	OYEES	BLA	ACK	HISP	ANIC	MIN	NOR.
TRAINING	М	F	Μ	F	М	F	Μ	F
APPRENTICES								
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

Contract No. 85559 STEPHENSON County Section 12-00155-00-RS (Freeport) Project M-5024(030) Route FAU 5263 (Hancock Avenue) District 2 Construction Funds

#### PART II. WORKFORCE PROJECTION - continued

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

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

office or base of operation is located.

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

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

#### PART III. AFFIRMATIVE ACTION PLAN

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

Company \_\_\_\_\_

Address \_\_\_\_\_

NOTICE REGARDING SIGNATURE					
	signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs ed only if revisions are required.				
Signature:	Title: Date:				
Instructions:	All tables must include subcontractor personnel in addition to prime contractor personnel.				
Table A -	Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.				
Table B -	Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.				
Table C -	Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.				

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

Telephone Number \_\_\_\_\_

#### ADDITIONAL FEDERAL REQUIREMENTS

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

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

#### Contract No. 85559 STEPHENSON County Section 12-00155-00-RS (Freeport) Project M-5024(030) Route FAU 5263 (Hancock Avenue) District 2 Construction Funds

#### PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
(IF A CO-PARTNERSHIP)	-	
		Name and Address of All Members of the Firm:
_		
	Corporate Name	
	Ву	
(IF A CORPORATION)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	
(IF A JOINT VENTURE, USE THIS SECTION		Signature
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	<b>2</b>	
(IF A JOINT VENTURE)	Ву	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	٨ •••	
	Attest	Signature



Return with Bid

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 Name	e)		(Company Name)
Ву		By:	
(Signature	& Title)		(Signature of Attorney-in-Fact)
	Notary Certi	fication for Principal and Su	ırety
STATE OF ILLINOIS,			
County of			
l,		, a Notary Publi	c in and for said County, do hereby certify that
		and	
(Ir	sert names of individuals	s signing on behalf of PRIN	CIPAL & SURETY)
who are each personally known to me	to be the same persons s day in person and ackn	whose names are subscrib	ed to the foregoing instrument on behalf of PRINCIPAL t they signed and delivered said instrument as their free
Given under my hand and notari	al seal this	day of	A.D.
My commission expires			
· · _			Notary Public
	nature and Title line belo	ow, the Principal is ensurin	an Electronic Bid Bond. By signing the proposal and g the identified electronic bid bond has been executed of the bid bond as shown above.
Electronic Bid Bond ID#	Company / Bidder	Name	Signature and Title

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



#### (1) Policy

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

#### (2) Obligation

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

#### (3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route	Total Bid		<u>.</u>
Section	Contract DBE Goal		
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 EnterprisesLocal Let Projects2300 South Dirksen ParkwaySubmit forms to the 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** 

or Registration	Letting
n Statement	Item No.
ons	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
		•	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	Data
Contact	Contact Person
Phone	Dhono
Firm Name	Firm News
Address	
City/State/Zip	
	E
The Department of Transportation is requesting disclosure of information that is necessary	to accomplish the statutory purpose as outlined under the state and federal WC

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.

## PROPOSAL ENVELOPE



## PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:	
Address:	
Phone No.	

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

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

#### NOTICE

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

## **CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS**

## NOTICE

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

Contract No. 85559 STEPHENSON County Section 12-00155-00-RS (Freeport) Project M-5024(030) Route FAU 5263 (Hancock Avenue) District 2 Construction Funds



## SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Chief Procurement Officer within 20 calendar days after execution of the subcontract.

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

#### **RETURN WITH SUBCONTRACT**

#### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

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

#### A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### B. <u>Felons</u>

1. The Illinois Procurement Code provides:

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

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

#### C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

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

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

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

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

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

Name of Subcontracting Company

Authorized Officer

Date

# SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

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

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

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

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

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

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

2. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. 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 Illinois Procurement Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

### DISCLOSURE OF FINANCIAL INFORMATION

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

OR INDIVIDUAL (type or print information)						
NAME:						
ADDRESS						
Type of own	ership/distributable income share	:				
stock	sole proprietorship	Partnership	other: (explain on separate sheet):			
% or \$ value	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 <u>No</u>

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 State Toll Highway Authority? Yes \_\_\_\_No \_\_\_
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of of 100% of the annual salary of the Governor? Yes \_\_\_\_No \_\_\_
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?

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

Yes \_\_\_ No \_\_\_

# 3 Communication Disclosure.

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

Name and address of person(s):

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

Name of person(s):	
Nature of disclosure:	
APPLICABLE STATEMENT	
This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on propenalty of perjury, I certify the contents of this disclosure to be true and accura knowledge.	
Completed by:	
Signature of Individual or Authorized Officer	Date
NOT APPLICABLE STATEMENT	
Under penalty of perjury, I have determined that no individuals associated with the criteria that would require the completion of this Form A.	this organization meet
This Disclosure Form A is submitted on behalf of the SUBCONTRACTOR listed	on the previous page.
Signature of Authorized Officer	Date

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Subcontractor: Other Contracts & 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 Illinois Procurement Act (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 \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement 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 Information No Information State of 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 Officer	Date

# **OWNERSHIP CERTIFICATION**

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

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

🗌 Yes	🗌 No	□ N/A (Form A disclosure(s) established 100% ownership)	
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# Illinois Department of Transportation

# **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., June 15, 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. 85559 STEPHENSON County Section 12-00155-00-RS (Freeport) Project M-5024(030) Route FAU 5263 (Hancock Avenue) District 2 Construction Funds

Project consists of HMA surface removal, adjusting manholes and valves boxes, replacing areas of curb and gutter, spot removal of sidewalk, PCC concrete sidewalk, patching, overlay with leveling binder, polymer surface course, conversion of pedestrian crossings to ADA compliant crossings and all other incidental items to complete the work on FAU Route 5263 (Hancock Avenue) between Stephenson Street and Arcade Avenue in the city of Freeport.

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

By Order of the Illinois Department of Transportation

Ann L. Schneider, Secretary

#### CONTRACT 85559

#### INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2012

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

#### SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

#### CHECK SHEET **RECURRING SPECIAL PROVISIONS**

#### Adopted January 1, 2012

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

#### RECURRING SPECIAL PROVISIONS

	RECURRING SPECIAL PROVISIONS	
CHECK	( SHE <u>ET #</u>	PAGE NO.
	Additional State Requirements For Federal-Aid Construction Contracts	
	(Eff. 2-1-69) (Rev. 1-1-10)	1
2)	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	4
3 )	( EEO (Eff. 7-21-78) (Rev. 11-18-80)	
4	Specific Equal Employment Opportunity Responsibilities	
•	Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	15
5	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-12)	
6	Asbestos Bearing Pad Removal (Eff. 11-1-03)	
7	Asbestos Waterproofing Membrane and 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)	27
9	Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	28
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)	34
12	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	36
13	Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09)	40
14	Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	42
15	PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	
16	Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	45
17	Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	
18	PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	
19	Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	49
1.20 at	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12)	50
21	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	
22	Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	56
23	Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	58
24	Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	60
25	Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	61
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)	
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3	Le el trans de catalité transport d'élite CHECK SHEET	
,	LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS	

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS  ${\bf C}^{(1)}$ .

Adopted January 1, 2012

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

#### LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

CHECK	SHEET #	PAGE NO
LRS 1	Reserved	89
LRS 2	□ Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07)	90
LRS 3	Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-10)	91
LRS 4	□ Flaggers in Work Zones (Eff. 1-1-99) (Rev 1-1-07)	92
LRS 5	Contract Claims (Eff. 1-1-02) (Rev. 1-1-07)	
LRS 6	Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02) (Rev. 1-1-12)	94
LRS 7	Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-12)	100
LRS 8	Reserved	
LRS 9	Bituminous Surface Treatments (Eff. 1-1-99) (Rev. 1-1-11)	107
LRS 10	Reserved	108
LRS 11	Employment Practices (Eff. 1-1-99)	109
LRS 12	Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-10)	111
LRS 13		112
LRS 14		113
LRS 15		116
LRS 16	Protests on Local Lettings (Eff. 1-1-07)	117
LRS 17	Substance Abuse Prevention Program (Eff. 1-1-08) (Rev. 1-8-08)	

SEC. 12-00155-00-RS Hancock Av City of Freeport

14

# INDEX OF SPECIAL PROVISIONS

#### PAGE

#### SPECIAL PROVISION

- 1 LOCATION AND DESCRIPTION OF WORK
- 1 WORKING DAY DETAIL
- 1 JULIE
- 1-3 TRAFFIC CONTROL PLAN
- 3 HMA SURFACE REMOVAL, VARIABLE DEPTH
- 3 WEDGE CUT GRINDING
- 4 BUTT JOINT
- 4 COMPACTION OF HOT MIX ASPHALT SURFACE
- 4 INLETS, MANHOLES, AND VALVE BOXES
- 5 SHORT TERM PAVEMENT MARKING
- 5 RAILROAD TRACK REMOVAL
- 5 CLASS "D" PATCH
- 5 SAW CUTTING
- 5 INCIDENTAL BITUMINOUS REMOVAL
- 6 INLETS TO BE CONSTRUCTED W/NEW FRAME AND GRATE SPECIAL
- 6 PCC SIDEWALK 5"
- 6 COMBINATION CURB AND GUTTER REMOVAL
- 6 SEEDING CLASS 1 AND FERTILIZER
- 6 MULCH METHOD 1
- 6-7 ADA-PROWAG STANDARDS

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# INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

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1987) 1977 - 1987 1978 - 1978 1979 - 1979

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LR # LR SD12 LR SD13 LR SD406 LR 102-1 LR 102-2 LR 102-3 LR 105 LR 107-2 LR 107-4 LR 107-7 LR 108 LR 109 LR 212 LR 355-1 LR 355-2 LR 400-1 LR 400-3 LR 400-5 LR 402	Pg # 8 11	Special Provision Title Slab Movement Detection Device Required Cold Milled Surface Texture Safety Edge Protests on Local Lettings Bidding Requirements and Conditions for Contract Proposals Bidding Requirements and Conditions for Material Proposals Cooperation with Utilities Railroad Protective Liability Insurance for Local Lettings Insurance Wages of Employees on Public Works Combination Bids Equipment Rental Rates Shaping Roadway Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix Bituminous Stabilized Base Course, Plant Mix Bituminous Stabilized Base Course, Plant Mix Bituminous Surface Plant Mix (Class B) Hot In-Place Recycling (HIR) – Surface Recycling Cold In-Place Recycling (CIR) With Emulsified Asphalt Salt Stabilized Surface Course	Effective Nov. 11, 1984 Nov. 1, 1987 April 1, 2011 Jan. 1, 2007 Jan. 1, 2001 Jan. 1, 2001 Jan. 1, 2001 Jan. 1, 1999 Mar. 1, 2005 Feb. 1, 2007 Jan. 1, 1999 Jan. 1, 1994 Jan. 1, 2012 Aug. 1, 1969 Oct. 1, 1973 Feb. 20, 1963 Jan. 1, 2007 Jan. 1, 2008 Jan. 1, 2012 April 1, 2012 Feb. 20, 1963	Revised Jan. 1, 2007 Jan. 1, 2007 Jan. 2, 2012 Jan. 2, 2012 Jan. 2, 2012 Jan. 1, 2007 Jan. 1, 2008
LR 403-1 LR 403-2 LR 406 LR 420 LR 442 LR 451 LR 503-1 LR 503-2 LR 542 LR 663 LR 702 LR 1000 LR 1004 LR 1032-1 LR 1032-2 LR 1102	12 13	Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement Bituminous Hot Mix Sand Seal Coat Filling HMA Core Holes with Non-shrink Grout PCC Pavement (Special) Bituminous Patching Mixtures for Maintenance Use Crack Filling Bituminous Pavement with Fiber-Asphalt Furnishing Class SI Concrete Furnishing Class SI Concrete (Short Load) Pipe Culverts, Type (Furnished) Calcium Chloride Applied Construction and Maintenance Signs Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) Mix Design Procedures Coarse Aggregate for Bituminous Surface Treatment Growth Curve Emulsified Asphalts Multigrade Cold Mix Asphalt Road Mix or Traveling Plan Mix Equipment	April 1, 2012 Aug. 1, 1969 Jan. 1, 2008 May 12, 1964 Jan. 1, 2004 Oct. 1, 1991 Oct. 1, 1973 Jan. 1, 1989 Sep. 1, 1964 Jun. 1, 1958 Jan. 1, 2004 April 1, 2012 Jan. 1, 2002 Mar. 1, 2007 Jan. 1, 2007 Jan. 1, 2007	Jan. 1, 2007 Jun. 1, 2007 Jun. 1, 2007 Jan. 1, 2007 Jan. 1, 2002 Jan. 1, 2007 Jan. 1, 2007 Jun. 1, 2007 Jun. 1, 2007 Jan. 1, 2007 Jan. 1, 2010 Feb. 7, 2008 Feb. 1, 2007

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# BDE SPECIAL PROVISIONS For the April 27 and June 15, 2012 Lettings

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

Fil <u>e Name</u>	<u>Pg #</u>		Special Provision Title	Effective	<u>Revised</u>
80240			Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80275			Agreement to Plan Quantity	Jan. 1, 2012	
* 80274			Agreement Subgrade Improvement	April 1, 2012	
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Jan. 1, 2012
80241			Bridge Demolition Debris	July 1, 2009	
80276			Bridge Relief Joint Sealer (NOTE: This special provision was previously named "Concrete Joint Sealer")	Jan. 1, 2012	
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
* 80291	1. Sec. 1	5 - 10 C	Calcium Chloride Accelerator for Class PP-2 Concrete	April 1, 2012	
* 80292			Coarse Aggregate in Bridge Approach Slabs/Footings	April 1, 2012	
80198			Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80293			Concrete Box Culverts with Skews> 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	
* 80294			Concrete Box Culverts with Skews≤ 30 Degrees Regardless of Design Fill	April 1, 2012	
			and Skews > 30 Degrees with Design Fills > 5 feet		
80277			Concrete Mix Design-Department Provided	Jan 1, 2012	
80261			Construction Air Quality – Diesel Retrofit	June 1, 2010	
* 80237	15	X	Construction Air Quality - Diesel Vehicle Emissions Control	April 1, 2009	Jan. 2, 2012.
80239	<b>17</b> ·	X	Construction Air Quality – Idling Restrictions	April 1, 2009	
80177	40	v	Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	Aug 0.0014
80029	19	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Aug. 2, 2011
80272	20		Drainage and Inlet Protection Under Traffic	April 1, 2011 April 1, 2012	Jan. 1, 2012
* 80296	29	X	Errata for the 2012 Standard Specifications	April 1, 2009	
80228 80265	30	x	Flagger at Side Roads and Entrances Friction Aggregate	Jan. 1, 2009	
80205	30		Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80169			High Tension Cable Median Barrier	Jan. 1, 2007	April 1, 2009
* 80246	34	ж <b>Х</b>	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	
80109	. V.T		Impact Attenuators	Nov. 1, 2003	Jan. 1, 2012
80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2012
80045			Material Transfer Device	June 15, 1999	Jan. 1, 2009
80203	36	X	Metal Hardware Cast into Concrete	April 1, 2008	Jan. 1, 2012
* 80297		Х	Modified Urethane Pavement Marking	April 1, 2012	
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80253			Movable Traffic Barrier	Jan. 1, 2010	Jan. 1, 2012
80231			Pavement Marking Removal	April 1, 2009	
* 80298		and the second	Pavement Marking Tape Type IV	April 1, 2012	and the second second
80254	45	X	Pavement Patching	Jan. 1, 2010	
80022	46	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
* 80290	1.5.16	20.0	Payrolls and Payroll Records	Jan. 2, 2012	
80278		L	Planting Woody Plants	Jan. 1, 2012	
80279	48	<u>X</u>	Portland Cement Concrete	Jan. 1, 2012	
* 80299			Portland Cement Concrete Inlay or Overlay		
80280	88	X	Portland Cement Concrete Sidewalk	Jan. 1, 2012	
* 80300		0:000000000000000000000000000000000000	Preformed Plastic Pavement, Marking Type D - Inlaid	April 1, 2012	April 4: 2042
* 80218			Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009 Jan. 1, 2009	April 1, 2012
* 80219	12 A. L.	100.38	Preventive Maintenance – Cape Seal	Jan 1, 2009	April 1, 2012

File Name	<u>Pg #</u>		Special Provision Title	Effective	<u>Revised</u>
* 80220			Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	April 1, 2012
80221			Preventive Maintenance - Slurry Seal	Jan 1, 2009	April 1, 2012.
80281			Quality Control/Quality Assurance of Concrete Mixtures	Jan. 1, 2012	
3426I			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80172	89	X	Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 1, 2012
80282			Reclaimed Asphalt Shingles (RAS)	Jan. 1, 2012	
80283			Removal and Disposal of Regulated Substances	Jan. 1, 2012	
80224			Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	Jan. 1, 2012
80271			Safety Edge	April 1, 2011	
* 80152	98		Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	April 1, 2012
* 80132	102	Х	Self-Consolidating Concrete for Precast and Precast Prestressed Products	July 1, 2004	April 1, 2012
80284			Shoulder Rumble Strips	Jan. 1, 2012	
80285	104	Х	Sidewalk, Corner or Crosswalk Closure	Jan. 1, 2012	
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2009
80255			Stone Matrix Asphalt	Jan. 1, 2010	Jan. 1, 2012
80143	105	X	Subcontractor Mobilization Payments	April 2, 2005	April 1, 2011
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80286			Temporary Erosion and Sediment Control	Jan. 1, 2012	
80225			Temporary Raised Pavement Marker	Jan. 1, 2009	
80256			Temporary Water Filled Barrier	Jan. 1, 2010	Jan. 1, 2012
80287			Type G Inlet Box	Jan. 1, 2012	
80273	106	X	Traffic Control Deficiency Deduction	Aug. 1, 2011	
20338			Training Special Provisions	Oct. 15, 1975	
80270			Utility Coordination and Conflicts	April 1, 2011	Jan. 1, 2012
80288			Warm Mix Asphalt	Jan. 1, 2012	
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	107	X	Working Days and the factor and the second	Jan. 1, 2002	
04261		!			and the second second
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The following special provisions are either in the 2012 Standard Specification, the 2012 Recurring Special Provisions, or the special provision Portland Cement Concrete:

File Name 80186	Special Provision Title Alkali-Silica Reaction for Cast-in-Place Concrete	<u>New Location</u> The special provision	<u>Effective</u> Aug. 1, 2007	<u>Revised</u> Jan.1, 2009
00100	Alkali-Silica Neaction for Cast-II-1 lace Concrete	Portland Cement Concrete	Aug. 1, 2007	Jan. 1, 2005
80213	Alkali-Silica Reaction for Precast and Precast	The special provision	Jan. 1, 2009	
002.0	Prestressed Concrete	Portland Cement Concrete	1 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	
80207	Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas	Article 107.22	Nov. 1, 2008	Nov., 1, 2010
80166	Cement	Section 1001	Jan. 1, 2007	April 1, 2011
80260	Certification of Metal Fabricator	Article 106.08	July 1, 2010	1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -
80094	Concrete Admixtures	Section 1021 and the special provision Portland Cement Concrete	Jan. 1, 2003	April 1, 2009
80226	Concrete Mix Designs	The special provision Portland Cement Concrete	April 1, 2009	
80227	Determination of Thickness	Articles 353.12, 353.13, 353.14, 354.09, 355.09 356.07, 407.10, 482.06 and 483.07	April 1, 2009	
80179	Engineer's Field Office Type A	Articles 670.02 and 670.07	April 1, 2007	Jan. 1, 2011
80205	Engineer's Field Office Type B	Articles 670.04 and 670.07	Aug. 1, 2008	Jan. 1, 2011
80189	Equipment Rental Rates	Articles 105.07 and 109.04	Aug. 2, 2007	Jan. 2, 2008
80249	Frames and Grates	Articles 609.02 and 609.04	Jan. 1, 2010	
80194	HMA - Hauling on Partially Completed Full-Depth Pavement	Article 407.08	Jan. 1, 2008	
80245	Hot-Mix Asphalt - Anti-Stripping Additive	Article 1030.04	Nov.1, 2009	· ·
80250	Hot-Mix Asphalt - Drop-Offs	Article 701.07	Jan. 1, 2010	

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<u>File Name</u> 80259	<u>Special Provision Title</u> Hot-Mix Asphalt - Fine Aggregate	<u>New Location</u> Articles 1003.01 and 1003.03	<u>Effective</u> April 1, 2010	<u>Revised</u>
80252	Improved Subgrade	Articles 302.04, 302.07	Jan. 1, 2010	
		302.08, 302.10, 302.11 310.04, 310.08, 310.10 310.11 and 311.05		
80266	Lane Closure, Multilane, Intermittent or Moving Operation, for Speeds < 40 MPH	Article 701.19	Jan.1, 2011	Jan. 2, 2011
80230 80267	Liquidated Damages Long-Span Guardrail over Culvert	Article 108.09 Articles 630.07 and 630.08	April 1, 2009 Jan. 1, 2011	April 1, 2011
80262	Mulch and Erosion Control Blankets	Articles 251.03, 251.04, 251.06, 251.06	Nov. 1, 2010	April 1, 2011
80180	National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction	Article 105.03	April 1, 2007	Nov. 1, 2009
80208 80232	Nighttime Work Zone Lighting Pipe Culverts	Section 702 Article 542.03, 542.04,	Nov.,1, 2008 April 1, 2009	April 1, 2010
80263	Planting Perennial Plants	542.11 and 1040.04 Section 254 and Article 1081.02	Jan. 1, 2011	
80210 80217	Portland Cement Concrete Inlay or Overlay Post Clips for Extruded Aluminum Signs	Recurring CS #29 Article 1090.03	Nov. 1, 2008 Jan. 1, 2009	
80268	Post Mounting of Signs	Article 701.14	Jan. 1, 2011	
80171	Precast Handling Holes	Articles 540.02, 540.06, 542.02, 542.04, 550.02, 550.06, 602.02, 602.07 and 1042.16	Jan. 1, 2007	
80015	Public Convenience and Safety	Article 107.09	Jan. 1, 2000	
80247	Raised Reflective Pavement Markers	Article 781.03	Nov. 1, 2009	April 1, 2010
80131	Seeding	Articles 250.07 and 1081.04	July 1, 2004	July 1, 2010
80264	Selection of Labor	Recurring CS #5	July 2, 2010	
80234	Storm Sewers	Article 550.02, 550.03, 550.06, 550.07, 550.08 and 1040.04	April 1, 2009	April 1, 2010
80087	Temporary Erosion Control	Articles 280.02, 280.03 280.04, 280.07, 280.08 and 1081.15	Nov.1, 2002	Jan. 1, 2011
80257	Traffic Barrier Terminal, Type 6	Article 631.07	Jan. 1, 2010	
80269	Traffic Control Surveillance	Article 701.10	Jan. 1, 2011	
80258	Truck Mounted/Trailer Mounted Attenuators	Articles 701.03, 701.15 and 1106.02	Jan. 1, 2010	
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SOEL: PLACES

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

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

- Material Transfer Device
- Railroad Protective Liability Insurance

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- Training Special Provisions
- Working Days



# CITY OF FREEPORT SPECIAL PROVISIONS

The following Special Provision 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 of Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated in the check sheets that apply to and govern the construction of <u>12-00155-00-RS</u>, <u>City of Freeport</u>, and should conflict arise with any part, or parts of the Specifications the Special Provisions shall preside and govern.

### Location and Description of Work

This project consists of HMA Surface Removal, Variable Depth, Adjusting Manholes and Valve Boxes, replacing areas of Curb and Gutter, spot Removal of Sidewalk, PCC Concrete sidewalk, Patching, and overlay with Leveling Binder (MM), and Polymer Surface Course, along with the conversion of pedestrian crossings to ADA compliant crossings. The project shall be conducted on FAU Route (5263) Hancock Avenue between Stephenson Street (IL Route 75) to Arcade Avenue omitting the bridge over the Pecatonica River.

### Working Day Detail

This contract will have 45 working days to be completed, including pavement markings and punch list items, as defined in Article 108.04.

### J.U.L.I.E.

The Contractor shall notify J.U.L.I.E. (1-800-892-0123) prior to construction so that each utility company can stake out any underground improvements that they have which might interfere with the proposed construction. This shall be considered incidental to the contract and no additional compensation will be granted.

### Traffic Control Plan

Traffic Control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, 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 Highway Standards relating to traffic control. Standards:

701006	701301	701311	701501	701801
701901	720011	728001	729001	780001

Page 1 of 7 Printed on 4/19/2012 5:01:30 PM BLR 11310 (Rev. 7/05)

# General:

As stated in the latest edition of the Standard Specifications for Road and Bridge Construction manual in Article 701.18, when barricades are impractical to use or do not provide enough protection, orange safety fence shall be used to close off an area, with the approval of the Engineer.

Where construction activities involve curb and gutter removal/replace and/or sidewalk removal/replace, that is located on both sides of the street, the work shall be staged so that one side of the street is fully completed prior to the other side being removed so that both sides of the sidewalk are not out of service at the same time. If work activities are located at an intersection which involves removal of curb and gutter and/or sidewalk removal/replace, the work shall be staged so that one quadrant of the intersection is fully completed prior to the other quadrants being removed so that pedestrians are able to have a means of travel.

The Contractor shall notify the City of Freeport, Local Fire and Police Department, and Freeport School District 145 a minimum of 24 hours prior to closing any portion of a street segment or alley.

Signs:

No bracing shall be allowed on post-mounted signs.

Signs shall be mounted on steel posts using standard 720011, 728001, 729001, or on 4"x4" wood posts per Section 730 of the Standard Specifications for Road and Bridge Construction. Other "break away" connections can be used if accepted by the FHWA and a corresponding letter is provided to the Engineer.

All signs are required on both sides of the road when the median is greater than 10 feet and on one way roadways.

The "WORKERS" (W21-1a(O)-48) signs shall be replaced with symbol "Right or Left Lane Closed Ahead" (W4-2R or L(O)-48) signs on multilane roadways.

"BUMP" (W8-1(O)48) signs shall be installed as directed by the Engineer.

"UNEVEN LANES" W8-11(O)48 signs shall be installed at 1 mile intervals or as directed by the Engineer.

"LOW SHOULDER" W8-9(O)48 signs shall be installed at 2 mile intervals or as directed by the Engineer.

When covering existing Department signs, no tape shall be used on the reflective portion of the sign. Contact the District sign shop for covering techniques.

The Contractor shall furnish, erect, maintain and remove all signs, barricades, flaggers and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of the motorists during non-working hours.

Devices:

A minimum of 3 drums spaced at 1.2 meters (4 feet) shall be placed at each return when the side road is open.

Vertical barricades shall not be used in weaves, and in the gore areas on Highway Standard 701411.

Page 2 of 7 Printed on 4/19/2012 5:01:30 PM BLR 11310 (Rev. 7/05)

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Lights:

Steady burn mono-directional lights are required on devices delineating a widening trench.

Flaggers:

Flaggers shall comply with all requirements contained in the Department's "Flagger Handbook" with the following exception: The ANSII Class 2 vest will not be supplied by the Department.

In addition to the flaggers shown on applicable standards, on major side roads listed below, flaggers shall be required at the intersection of Stephenson Street and Hancock Avenue, when working on Hancock Avenue and are within 200' of Stephenson Street; flaggers are required on Stephenson Street, the bridge over the Pecatonica River, and Arcade Avenue and Hancock Avenue. All flaggers, signs and devices to complete this work shall be included in the cost per Lump Sum for TRAFFIC CONTROL AND PROTECTION SPECIAL.

When the road is closed to through traffic and it is necessary to provide access for local traffic, all flaggers as shown on the applicable standards will be required. No reduction in the number of flaggers shall be allowed.

This work shall be included in the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION SPECIAL.

# Hot Mix Asphalt Surface Removal, Variable Depth

The grinding shall consist of full width grinding between curb faces of the existing pavement between Stephenson Street and the Bridge over the Pecatonica River. The maximum depth of the grinding shall be 2.5 inches below existing grade or at a depth specified by the Resident Engineer. Wedge grinding will be performed on Hancock Avenue from the Bridge over the Pecatonica River to Arcade Avenue as specified by the Resident Engineer. This work shall conform to Section 440 of the Standard Specifications for Road and Bridge Construction. The Contractor shall remove the cuttings immediately behind the grinding machine. The removed bituminous surface material shall be disposed of by the Contractor to an approved location off site. This work shall be paid for at the contract unit price per SQUARE YARD for HOT MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH.

# Wedge Cut Grinding

This work shall consist of grinding the existing pavement surface a minimum of 10 foot wide at the existing concrete gutter. At the gutter line the wedge cut shall be a minimum of 2 ½" below the edge of the existing concrete gutter, or at a depth as specified by the Engineer. Where there is no curb and gutter and wedge cut grinding is specified by the Engineer, the width and length of wedge cut grinding will be specified and marked by the Engineer. This work shall conform to Section 440 of the Standard Specifications for Road and Bridge Construction. The Contractor shall remove the cuttings immediately behind the grinding machine. The removed material shall be disposed of by the Contractor off site. Before the Contractor places a tack coat on the street surface, the street shall be swept with a power sweeper and or a power broom. Flushing into the city's storm sewer system as a means of cleanup will not be allowed. The wedge cut grinding profiling shall be paid for at the contract unit price per SQUARE YARD for HMA SURFACE REMOVAL – VARIABLE DEPTH.

#### **Butt Joints**

This work shall consist of the construction of a butt joint at the beginning and end of the each street segment to be overlaid and at any cross streets. A minimum thickness of 2 inches shall be removed at the beginning of the butt joint and tapered to a minimum thickness of 3/8 inch at 15 feet from the beginning of the butt joint. The joint edge at the start of all Butt joints shall be a vertical face. This work shall conform to Section 440 and Article 406.08 of the Standard Specifications for Road and Bridge.

Before the Contractor places a tack coat on the street surface, the street shall be swept with a power sweeper and or a power broom. The Storm Sewer System is not an acceptable location for debris generated from sweeping. The Contractor shall be responsible for cleaning any sweepings from the Storm Sewer System.

The work shall be paid for at the contract unit price per SQUARE YARD for HMA SURFACE REMOVAL - VARIABLE DEPTH.

# **Compaction of Hot Mix Asphalt Surface**

This work shall consist of furnishing a pneumatic tired roller and/or a break down roller and one finish roller as specified in Article 406 of the Standard Specifications for Road and Bridge Construction. The spray system shall be in good working order on all rollers. The tires shall be in good condition and be constructed to withstand 90 to 110 psi inflation pressures on a continual basis for the pneumatic tired roller. An approved water based release agent shall be utilized on the tires and drums that effectively prevents mix adhesion. The dilution rate shall be per the manufacturer's recommendations. The mixture compaction temperature shall be the maximum possible without experiencing surface damage to the mix caused by adhesion to the tires or the drums of the rollers. The recommended rage is from 250 to 320 degrees Fahrenheit. This work shall be included in the cost of the polymerized HMA Surface Course of the type and size specified. The compaction/ density of the mix shall be per the growth curves run by the Quality Control Manager for the Contractor and determined by the Quality Assurance Manager and the Resident Engineer for the City.

#### Inlets, Manholes, and Valve Boxes

The Contractor shall be responsible for the removal of any debris (excess asphalt, aggregate, and grindings) from inlets, manholes, and valve boxes that are deposited during grinding, paving, or other operations. It is recommended that the Contractor use a geo fabric or other permeable barrier to be placed at the inlet openings, for manholes and valve boxes place steel sheet or plywood cookie with re-bar over the opening where the casting and cover have been removed for debris control. During paving the fabric style barriers shall be replaced with steel covers to protect the inlet box. Post completion of all work the Contractor shall check all inlets, manholes, and valve boxes for debris and make arrangements to remove the debris. This work shall be incidental to the contract and no further compensation shall be made.

### Short Term Pavement Marking

This work shall be in accordance with Section 703 of the Standard Specifications for Road and Bridge Construction. The work shall include the placement of temporary pavement marking at the centerline of Hancock Avenue from Stephenson Street to the bridge over the Pecatonica River or other areas as directed by the Resident Engineer. Any removal of short term pavement making shall be considered a part of short term pavement making tape as outlined in Article 703. This work shall be paid for at the contract unit price per FOOT for SHORT TERM PAVEMENT MARKING.

#### Railroad Track Removal

This work shall consist of the removal of existing railroad rail and ties from an abandoned rail line that crosses Hancock Avenue South of the bridge over the Pecatonica River. The work shall include saw cutting of existing pavement a minimum of one foot each side of the existing wood ties, cutting off the rails at the edge of pavement and removal and disposal of the rail and old wood ties. The work shall be as per the detail in the plans. This work shall be paid for at the contract unit price per SQUARE YARD for CLASS D PATCH, TYPE IV – 8", Any excavation that may be required deeper than the depth of the Class D Patch specified will be considered incidental.

#### Class "D" Patch

This work shall consist of the removal and replacement of any areas of defective base course or unsuitable pavement found during grinding operations. The work shall include saw cutting existing pavement, excavation and disposal of any surface mixes and base course, and the replacement of 4" of Aggregate Base Course, Type B, rolling and blading the aggregate and placement of 8" of HMA binder course placed in two 4" lifts. This work shall conform to Section 358 and 442 of the Standard Specifications for Road and Bridge Construction, and shall be paid for at the contract unit price per SQUARE YARD for CLASS D PATCH OF THE TYPE AND SIZE SPECIFIED.

### Saw Cutting

Any saw cutting required on this contract shall be considered incidental. No additional compensation shall be made.

#### Incidental Bituminous Removal

This work shall consist of removing any loose bituminous materials on the street surface and /or in the gutter by hand or machine before any paving operations will be allowed to begin. This work shall conform to Section 440 of the Standard Specifications for Road and Bridge Construction. The work shall be considered incidental the HMA Surface Removal Variable Depth and no additional compensation shall be made.

Page 5 of 7 Printed on 4/19/2012 5:01:30 PM BLR 11310 (Rev. 7/05)



# Inlets to be Reconstructed with New Frame and Grate Special

This work shall conform to section 602 of the Standard Specifications for Road and Bridge Construction. This work shall conform to the inlet detail that is included in this proposal booklet. The work shall include the removal of the existing inlet. This work will be paid for at the contract unit price per EACH for INLETS TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE SPECIAL.

# PCC Sidewalk - 5"

This work shall conform to Section 424 of the Standard Specifications for Road and Bridge Construction. This work shall conform to the standard detail provided in plans. All earth excavation necessary for a smooth transition between existing grade and the new PCC sidewalk – 5" shall be considered incidental to the contract unit price for PCC Sidewalk – 5". The PCC Sidewalk – 5" shall be paid for at the contract unit price per SQUARE FOOT for PCC SIDEWALK – 5".

# **Combination Curb & Gutter Removal**

This work shall conform to section 440 of the Standard Specifications for Road and Bridge Construction and shall consist of saw cutting and excavation of all concrete curb and gutter as indicated on the plans. Barrier type curb will be considered under this type of removal and width. Any surface material that is in the flow line of the existing curb and gutter will not have any special compensation associated with it and will be considered incidental to the removing of the concrete curb and gutter removal. This item shall be paid for at the contract unit price per FOOT for COMBINATION CURB AND GUTTER REMOVAL.

### Seeding Class I and Fertilizer

Where existing ground conditions have been disturbed during construction, Seeding Class I and Fertilizer shall be completed. This work shall conform to Section 250 of the Standard Specifications for Road and Bridge Construction. This work will be considered incidental to the contract and no special compensation will be granted.

### Mulch Method 1

Where existing ground conditions have been disturbed during construction, Mulch Method 2 will need to be completed. This work shall conform to Section 251 of the Standard Specifications for Road and Bridge Construction. This work will be considered incidental to the contract and no special compensation will be granted.

# ADA – PROWAG Standards

The detectable warning tiles installed shall be approved by the Engineer prior to installation. It is not acceptable to install two different detectable warning products adjacent to one another at any location.

Tiles must be installed a maximum of 8" or less from face of curb. Tiles must cover full width of ramp excluding side flares for a minimum unobstructed depth of 24". Tiles located on the surfaces of ramps are typically oriented perpendicular to the run of the ramp unless special circumstances occur. Tiles must be provided for a minimum depth of 24" for the entire length of the sidewalk where the sidewalk is flush with the street (Depressed curb or flush transition). If it is necessary to cut tile(s) in the provision of a compliant ramp or sidewalk with 24" minimum depth of detectable warning, the tiles shall be cut in a neat and workman like manner per manufacturer's requirements with a minimum of three pins or anchor points (where applicable). The use of salvage pieces from tiles that are cut will not be permitted without written approval of the Engineer. Cut tile salvage pieces not approved for use must be removed from the site and disposed of properly.

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Page 6 of 7 Printed on 4/19/2012 5:01:30 PM BLR 11310 (Rev. 7/05)

Where applicable, a combination of straight and radial tiles may be used on compound and large radii. Contractor must make this determination and verify in the field. Tile color must contrast with adjacent pavement. Contractor to verify that proper color contrast is obtained from Engineer.

Prior to placing concrete for depressed curbs, ramps, or sidewalks the Contractor shall verify that layout or design complies with the requirements of ADA-PROWAG standards. Ramp width must be a minimum of 4'-0" and in increments of 1'-0". The maximum allowable ramp running slope is 1:12, measured at any portion of the ramp. If possible, a more gradual slope shall be used. Grade breaks at the top and bottom of ramps shall be perpendicular to the direction of ramp run. The maximum allowable ramp cross slope is 1:64, measured at any portion of the ramp. If possible, a more gradual slope shall be used. The maximum allowable ramp cross slope is 1:64, measured at any portion of the ramp. If possible, a more gradual slope shall be used. The maximum allowable ramp landing slope is 1:64, measured at any portion of the ramp. If possible, a more gradual slope shall be used. The maximum allowable ramp landing slope is 1:64, measured at any portion of the ramp. If possible, a more gradual slope shall be used. The maximum allowable ramp landing slope is 1:64, measured at any location and in any direction on the landing. The ramp landing width shall match the full width of the ramp for a minimum unobstructed depth of 4'-0". Ramp landings shall be provided at the top and/or bottom of ramps where turning is required. Ramp side flares shall be installed at any location where the surface adjacent to the ramp surface is intended for pedestrian use. Tripping hazards, including steps, drop-offs, or curbs shall not be located within the limits of the sidewalk.

Utilities, such as light poles, traffic poles and hydrants, may be located in the flare of the ramp but are not allowed on the ramp surface or landing areas. Alterations shall not decrease the accessibility to existing facilities, sidewalks leading to existing facilities or door or gate access points to facilities. The minimum crosswalk width is 4'-0". Crosswalks shall be located as shown in the plan sheets. Beyond the curb face at the base of curb ramps, a clear space of 4'-0" by 4'-0" minimum shall be provided within the stripes of the crosswalk (where provided) at the discretion of the Engineer. If sidewalk and alley are at the same grade, a ramp is not required. If sidewalk and driveway are at the same grade, a ramp is not required but detectable warning tiles are still required if the driveway or alley has traffic control devices (I.E. traffic signals). Main line sidewalk shall have a maximum cross slope not to exceed 1:64 for the full with of walk unless otherwise approved by the Engineer. Where turning is required and where sidewalks intersect, the slope of the sidewalk shall not exceed 1:64 in any direction. There shall be no vertical level differences between surfaces greater than 1/4" on the main line sidewalk. There shall be no horizontal gaps or openings greater than 1/2" on the main line sidewalk.

Where obstructions exist on the mainline sidewalk, the clear width of useable sidewalk shall not be less than 4'-0". Obstructions include, but are not limited to sidewalk benches, fire hydrants, signal or light poles, newspaper dispensers, trash receptacles, and utility pedestals. No deviations from these standards are allowed without written approval from the Engineer. Depressed curb, ramp, or sidewalk designs or layouts shall maintain or improve existing drainage.

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LR 105 Page 1 of 3

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

# SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

Effective: January 1, 1999 Revised: January 1, 2007

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

Replace Article 105.07 of the Standard Specifications with the following:

"105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:
  - (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.
  - In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.
  - (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
  - (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:
  - (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
  - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

LR107-4 Page 1 of 1

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

# SPECIAL PROVISION FOR INSURANCE

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

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

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

City of Freeport

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

LR 702 Page 1 of 1

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

# SPECIAL PROVISION FOR CONSTRUCTION AND MAINTENANCE SIGNS

# Effective: January 1, 2004 Revised: June 1, 2007

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

701.14. <u>Signs</u>. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

### LR1030 Page 1 of 2

# State of Illinois DEPARTMENT OF TRANSPORTATION Bureau of Local Roads & Streets

# SPECIAL PROVISION FOR GROWTH CURVE

# Effective: March 1, 2008 Revised: January 1, 2010

All references to Sections and Articles in this Special Provision shall be construed to mean specific Sections and Articles in the Standard Specifications for Road and Bridge Construction adopted by the Department of Transportation.

The Contractor shall perform a growth curve at the beginning of placement of each type of mix and each lift. The growth curve for each type of mix and each lift shall be performed within the first 200 tons (180 metric tons). If an adjustment is made to the specific mix design, the Engineer reserves the right to request an additional growth curve and supporting tests at the Contractor's expense.

Compaction of the growth curve shall commence immediately after the course is placed and at a temperature of not less than 280 °F (140 °C). The growth curve, consisting of a plot of lb/cu ft (kg/cu m) vs. number of passes with the project breakdown roller, shall be developed. Roller speed during the growth curve testing shall be the same as the normal paving operation. This curve shall be established by use of a nuclear gauge. Tests shall be taken after each pass until the highest lb/cu ft (kg/cu m) is obtained. This value shall be the target density provided the HMA Gyratory air voids are within acceptable limits. If the HMA Gyratory air voids are not within the specified limits, corrective action shall be taken, and a new target density shall be established.

A new growth curve is required if the breakdown roller used on the growth curve is replaced with a new roller during production. The target density shall apply only to the specific gauge used. If additional gauges are to be used to determine density specification compliance, the Contractor shall establish a unique minimum allowable target density from the growth curve location for each gauge.

At least one core sample per day shall be taken at a location specified by the Engineer. Core densities will be determined using the Illinois-Modified AASHTO T 166 or T 275 procedure by the Department. The core density shall be according to Articles 1030.05(d)(4) and (d)(7). The QA Manager is responsible for assuring and documenting that the determined number of roller passes has been accomplished. The Engineer reserves the right to take core samples at any time to verify density from the nuclear gauge,

All lifts and confined longitudinal joint edges shall be compacted to an average nuclear gauge density of not less than 95 percent nor greater than 102 percent of the target density obtained on the growth curve. Unconfined longitudinal joint edges shall be compacted to an average nuclear gauge density of not less than 93 percent nor greater than 102 percent of the target density obtained on the growth curve. The average nuclear gauge density shall be based on tests representing one day's production.

Quality Control density tests shall be performed at randomly selected locations within 1/2 mile (800 m) intervals per lift per lane. In no case shall more than one half day's production be completed without density testing being performed. Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 2 in. (50 mm) from each pavement edge.

If the Contractor is not controlling the compaction process and is making no effort to take corrective action, the operation shall stop as directed by the Engineer.

# 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.

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# 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.

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# 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 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 www.dot.il.gov.

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

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

(1) The names and addresses of DBE firms that will participate in the contract;

- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) if the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal if not met, evidence of good faith efforts.

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

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

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
  - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

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

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is

generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

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

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

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

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

21\_

- (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 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.

80029

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## ERRATA FOR THE 2012 STANDARD SPECIFICATIONS (BDE)

Effective: April 1, 2012

- Page 337 Article 505.04. Revise the subparagraph "(i) Match Making." to read "(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 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".

## 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 <sup>1/</sup> Crushed Concrete

6C

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

Use	Mixture	Aggregates Allowed		
HMA High ESAL Low ESAL	Binder IL-25.0, IL-19.0, or IL-19.0L SMA Binder	Allowed Alone or in Combination: Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>		
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-12.5,IL-9.5, or IL-9.5L SMA Ndesign 50 Surface	Allowed Alone or in Combination: Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>		
HMA High ESAL	D Surface and Leveling Binder IL-12.5 or IL-9.5 SMA Ndesign 50 Surface	Crushed Concrete <sup>37</sup> Allowed Alone or in Combination:Crushed GravelCarbonate Crushed Stone (other than Limestone) <sup>27</sup> Crystalline Crushed StoneCrushed SandstoneCrushed Slag (ACBF) <sup>57</sup> Crushed Steel Slag <sup>4/ 57</sup> Crushed Concrete <sup>37</sup>		
		Other Combinations A		
		Up to 25% Limestone	<i>With</i> Dolomite	
		50% Limestone	Any Mixture D aggregate other than Dolomite	
		75% Limestone	Crushed Slag (ACBF) <sup>5/</sup> or Crushed Sandstone	

Use	Mixture	Aggregates Allowed		
HMA High ESAL	E Surface IL-12.5 or IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or in Combination: Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) <sup>5/</sup> Crushed Steel Slag <sup>5/</sup> Crushed Concrete <sup>3/</sup> No Limestone. <u>Other Combinations Allowed:</u>		
		Up to 50% Dolomite <sup>2/</sup>	<i>With</i> Any Mixture E	
		75% Dolomite <sup>2/</sup>	Arly Mixture L aggregate Crushed Sandstone, Crushed Slag (ACBF) <sup>5/</sup> , Crushed Steel Slag <sup>5/</sup> , or Crystalline Crushed Stone	
		75% Crushed Gravel or Crushed Concrete <sup>3/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF) <sup>5/</sup> , or Crushed Steel Slag <sup>5/</sup>	
HMA High ESAL	F Surface IL-12.5 or	Allowed Alone or in Combination:		
	IL-9.5 SMA Ndesign 80 Surface	Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) <sup>5/</sup> Crushed Steel Slag <sup>5/</sup> No Limestone.		
		Other Combinations A	Allowed: With	

Use	Mixture	Aggregates Allowed	1
		50% Crushed Gravel, Crushed Concrete <sup>3/</sup> , or Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF) <sup>5/</sup> , Crushed Steel Slag <sup>5/</sup> , or Crystalline Crushed Stone

1/ Crushed steel slag allowed in shoulder surface only.

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

33

## 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
ļ	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%
Ĩ	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%"

### METAL HARDWARE CAST INTO CONCRETE (BDE)

Effective: April 1, 2008 Revised: January 1, 2012

Add the following to Article 503.02 of the Standard Specifications:

Add the following to Article 504.02 of the Standard Specifications:

Revise Article 1006.13 of the Standard Specifications to read:

"1006.13 Metal Hardware Cast into Concrete. Unless otherwise noted, all steel hardware cast into concrete, such as inserts, brackets, cable clamps, metal casings for formed holes, and other miscellaneous items, shall be galvanized according to AASHTO M 232 or AASHTO M 111. Aluminum inserts will not be allowed. Zinc alloy inserts shall be according to ASTM B 86, Alloys 3, 5, or 7.

When stainless steel junction boxes or other stainless steel appurtenances are specified, Type 304 stainless steel hardware shall be used when cast into concrete.

The inserts shall be UNC threaded type anchorages having the following minimum certified proof load.

Insert Diameter	Proof Load
5/8 in. (16 mm)	6600 lb (29.4 kN)
3/4 in. (19 mm)	6600 lb (29.4 kN)
1 in. (25 mm)	9240 lb (41.1 kN)"

36

### MODIFIED URETHANE PAVEMENT MARKING (BDE)

Effective: April 1, 2012

Add the following to Article 780.02 of the Standard Specifications:

"(h) Modified Urethane Pavement Marking ......1095.09"

Add the following to Article 780.03 of the Standard Specifications:

"(e) Modified Urethane ......1105.04"

Revise Article 780.11 of the Standard Specifications to read:

**"780.11 Modified Urethane.** The pavement shall be cleaned of all dirt, grease, glaze, or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement. New PCC pavements shall be blast-cleaned to remove all curing compounds. New asphalt and seal coated shall be in place a minimum of two weeks prior to marking applications.

Markings shall be applied on the same calendar day that the pavement surface is cleaned. If this cannot be accomplished, the surface shall be re-cleaned prior to applying the markings. Existing pavement markings shall be at least 90 percent removed. No markings shall be applied until the Engineer approves the cleaning.

Widths, lengths, and shapes of the cleaned surface shall be prepared wider than the modified urethane pavement marking material to be applied, such that a prepared area is on all sides of the urethane pavement marking material after application.

The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order than an inspector can be present during the operation. At the time of this notification, the Contractor shall indicate the manufacturer and lot numbers of urethane and reflective media that will be used. The Engineer will ensure that the approved lot numbers appear on the material package.

The pavement markings shall be applied during conditions of dry weather and subsequently dry pavement surfaces at a minimum uniform wet thickness of 25 mils (0.64 mm) according to the manufacturer's installation instructions. The application and combination of reflective media (glass beads and/or reflective elements) shall be applied at a rate specified by the manufacturer. At the time of installation the pavement surface temperature shall be 40 °F (5 °C) and rising and the ambient temperature shall be 35 °F (2 °C) and rising. The pavement surface temperature and the ambient temperatures shall be determined and documented before the start of each of marking operation. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that moisture, such as rain showers, may occur during the installation and curing periods."

Revise Article 780.12 of the Standard Specifications to read:

**"780.12 Inspection.** The epoxy, thermoplastic, preformed thermoplastic, preformed plastic Type B or C, polyurea, and modified urethane pavement markings will be inspected following installation, but no later than October 15 for preformed plastic markings, November 1 for thermoplastic and preformed thermoplastic markings, and December 15 for epoxy, polyurea, and modified urethane markings. In addition, they will be inspected following a winter performance period that extends 180 days from November 1.

Within 15 calendar days after the end of the winter performance period, a final performance inspection will be made. Final acceptance requirements are as follows.

- (a) Lane lines: 90 percent intact by area of each individual dashed line segment.
- (b) Crosswalks, stop lines, arrows, and words: 90 percent intact by area of each individual line, symbol, or letter.
- (c) Center lines, edge lines, gore markings, and channelizing lines: 90 percent intact by area measured over any 10 ft (3 m) length of any individual line regardless of width.
- (d) Entire project: measured in its entirety according to (a), (b), and (c) above, the entire project shall be 95 percent intact.

Upon completion of the final performance inspection, or after satisfactory completion of any necessary correction, the Engineer will notify the Contractor, in writing, of the date of such final performance inspection and release him/her from further performance responsibility.

If this inspection discloses any work, in whole or in part, which does not meet the inspection requirements, the Contractor shall, within 30 calendar days, completely repair or replace such work to the satisfaction of the Engineer.

This performance inspection and performance acceptance of the epoxy, thermoplastic, preformed thermoplastic, preformed plastic Type B and C pavement, polyurea, and modified urethane markings shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party "performance" bond naming the Department as obligee in the full amount of all pavement marking quantities listed in the contract, multiplied by the contract unit price. The bond shall be executed prior to acceptance and final payment of the non-pavement marking items and shall be in full force and effect until final performance inspection and performance acceptance of the epoxy, thermoplastic, preformed thermoplastic, preformed plastic, polyurea, and modified urethane pavement markings. Execution of the third party bond shall be the option of the Contractor."

Revise Article 780.13 of the Standard Specifications to read:

"780.13 Method of Measurement. This work will be measured for payment as follows.

- (a) Contract Quantities. The requirements for the use of contract quantities shall be according to Article 202.07(a).
- (b) Measured Quantities. Lines will be measured for payment in place in feet (meters). Double yellow lines will be measured as two separate lines.

Words and symbols shall conform to the sizes and dimensions specified in the Illinois Manual on Uniform Traffic Control Devices and Standard 780001 and will be measured based on the total areas indicated in Table 1 or as specified in the plans.

Removal of existing pavement markings will be measured for payment according to Article 783.05."

Add the following to Section 780 of the Standard Specifications:

**"780.14 Basis of Payment.** This work will be paid for at the contract unit prices per foot (meter) of applied line width, as specified, for THERMOPLASTIC PAVEMENT MARKING - LINE; PAINT PAVEMENT MARKING - LINE; EPOXY PAVEMENT MARKING - LINE; PREFORMED PLASTIC PAVEMENT MARKING - LINE - TYPE B, C, or B - INLAID; PREFORMED THERMOPLASTIC PAVEMENT MARKING - LINE; POLYUREA PAVEMENT MARKING TYPE I - LINE; POLYUREA PAVEMENT MARKING TYPE II - LINE; MODIFIED URETHANE PAVEMENT MARKING - LINE; and/or per square foot (square meter) for THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS; PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS; PREFORMED PLASTIC PAVEMENT MARKING - TYPE B, C, or B - INLAID - LETTERS AND SYMBOLS; PREFORMED PLASTIC PAVEMENT MARKING - TYPE B, C, or B - INLAID - LETTERS AND SYMBOLS; MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS; PREFORMED THERMOPLASTIC PAVEMENT MARKING - SYMBOLS; PREFORMED THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS; MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS.

When the Contractor has the option of applying Permanent Pavement Marking it shall be Thermoplastic, Preformed Plastic (Type B, C, or B - Inlaid), Epoxy, Preformed Thermoplastic, Polyurea, or Modified Urethane Pavement Markings. It will be paid for at the contract unit price per foot (meter) of applied line for PERMANENT PAVEMENT MARKING - LINE 4 (100), 5 (125), 6 (150), 8 (200), 12 (300), 16 (400), or 24 in. (600 mm) and per square foot (square meter) for PERMANENT PAVEMENT MARKING - LETTERS AND SYMBOLS.

Temporary pavement markings placed in lieu of permanent will be paid for according to Article 703.07.

Removal of existing pavement markings will be paid for according to Article 783.06.

\*TABLE 1 LETTERS sq ft (sq m)



Size	A	В	С	D	E	F	G	Н	I
6 ft	3.1	4.0	2.7	3.4	3.3	2.6	3.3	3.4	1.5
(1.8 m)	(0.28)	(0.37)	(0.25)	(0.31)	(0.31)	(0.24)	(0.31)	(0.31)	(0.14)
8 ft	5.5	7.1	4.8	6.1	5.9	4.7	5.8	6.0	2.6
(2.4 m)	(0.51)	(0.66)	(0.45)	(0.57)	(0.55)	(0.44)	(0.54)	(0.56)	(0.24)

Size	J	K	L	M	N	0	Р	Q	R
6 ft	2.1	3.1	2.2	4.2	4.0	3.4	3.0	3.6	3.6
(1.8 m)	(0.2)	(0.28)	(0.20)	(0.39)	(0.37)	(0.31)	(0.28)	(0.33)	(0.33)
8 ft	3.7	5.7	3.8	7.4	7.1	6.0	5.3	6.3	6.3
(2.4 m)	(0.34)	(0.53)	(0.45)	(0.69)	(0.65)	(0.56)	(0.49)	(0.59)	(0.59)

Size	S	Т	U	V	W	Х	Y	Z
6 ft	3.2	2.2	3.2	2.7	4.2	2.7	2.2	2.9
(1.8 m)	(0.30)	(0.20)	(0.30)	(0.25)	(0.39)	(0.25)	(0.20)	(0.26)
8 ft	5.7	3.8	5.6	4.8	7.3	4.8	3.9	5.1
(2.4 m)	(0.53)	(0.35)	(0.52)	(0.45)	(0.68)	(0.45)	(0.36)	(0.47)

## NUMBERS sq ft (sq m)

Size	1	2	3	4	5
6 ft	1.5	3.3	3.3	2.9	3.5
(1.8 m)	(0.14)	(0.31)	(0.31)	(0.26)	(0.33)
8 ft	2.6	5.8	5.8	5.1	6.1
(2.4 m)	(0.24)	(0.54)	(0.54)	(0.47)	(0.57)

Size	6	7	8	9	0
6 ft	3.5	2.2	3.8	3.5	3.4
(1.8 m)	(0.33)	(0.20)	(0.35)	(0.33)	(0.31)
8 ft	6.2	3.8	6.7	6.2	6.0
(2.4 m)	(0.58)	(0.35)	(0.62)	(0.58)	(0.56)

# SYMBOLS

Symbol	Large Size	Small Size
	sq ft (sq m)	sq ft (sq m)
Through Arrow	11.5 (1.07)	6.5 (0.60)
Left or Right Arrow	15.6 (1.47)	8.8 (0.82)
2 Arrow Combination Left (or Right) and	26.0 (2.42)	14.7 (1.37)

-10

Through		
3 Arrow Combination Left, Right, and Through	38.4 (3.56)	20.9 (1.94)
Lane Drop Arrow	41.5 (3.86)	
Wrong Way Arrow	24.3 (2.26)	
Railroad "R" 6 ft (1.8 m)	3.6 (0.33)	· ·
Railroad "X" 20 ft (6.1 m)	54.0 (5.02)	
Handicapped Symbol	4.6 (0.43)	bri êre

\*Table applies to all types of pavement marking materials."

Add the following Section to Section 1095 of the Standard Specifications:

**"1095.09 Modified Urethane Pavement Marking.** The modified urethane pavement marking material shall consist of a homogenous blend of modified urethane resins and pigments designed to provide a simple volumetric mixing ratio of two components (must be two volumes of Part A to one volume of Part B). No volatile solvent or fillers will be allowed.

(a) Pigmentation. The pigment content by weight (mass) of Part A shall be determined by low temperature ashing according to ASTM D 3723. The pigment content shall not vary more than ± two percent from the pigment content of the original qualified paint.

White pigment shall be Titanium Dioxide meeting ASTM D 476 Type II, Rutile.

Yellow pigment shall be Organic Yellow containing no heavy metals.

- (b) Environmental. Upon heating to application temperature, the material shall not exude fumes which are toxic or injurious persons or property when handled according to manufacturer specifications. The modified urethane pavement marking material compositions shall not contain free isocyanate functionality.
- (c) Daylight Reflectance. The daylight directional reflectance of the cured modified urethane material (without reflective media) shall be a minimum of 80 percent (white) and 50 percent (yellow) relative to magnesium oxide when tested using a color spectrophotometer with a 45 degree circumferential / zero degrees geometry, illuminant C, and two degrees observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm. In addition, the color of the yellow modified urethane shall visually match Color Number 33538 of Federal Standard 595a with chromaticity limits as follows:

x	0.490	0.475	0.485	0.539
У	0.470	0.438	0.425	0.456

-11

(d) Weathering Resistance. The modified urethane, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness to an aluminum alloy panel (Federal Test Std. No. 141, Method 2013) and allowed to cure for 72 hours at room temperature, shall be subjected to accelerated weathering for 75 hours. The accelerated weathering shall be completed by using the light and water exposure apparatus (fluorescent UV – condensation type) and tested according to ASTM G 53.

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) and four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the material shall show no substantial change in color or gloss.

- (e) Drying Time. The modified urethane material, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness and with the proper saturation of glass beads, shall exhibit a no-tracking time of four minutes or less when tested according to ASTM D 711.
- (f) Adhesion. The catalyzed modified urethane pavement marking materials when applied to a 4 x 4 x 2 in. (100 x 100 x 50 mm) concrete block shall have a degree of adhesion which results in a 100 percent concrete failure in the performance of this test.

The concrete block shall be brushed on one side and have a minimum strength of 3,500 psi (24,100 kPa). A 2 in. (50 mm) square film of the mixed modified urethane shall be applied to the brushed surface and allowed to cure for 72 hours at room temperature. A 2 in. (50 mm) cube shall be affixed to the surface of the modified urethane by means of an epoxy glue. After the glue has cured for 24 hours, the modified urethane specimen shall be placed on a dynamic testing machine in such a fashion so that the specimen block is in a fixed position and the 2 in. (50 mm) cube (glued to the modified urethane surface) is attached to the dynamometer head. Direct upward pressure shall be slowly applied until the modified urethane system fails. The location of the break and the amount of concrete failure shall be recorded.

- (g) Hardness. The modified urethane marking materials, when tested according to ASTM D 2240, shall have a Shore D Hardness greater than 75. Films shall be cast on a rigid substrate at 14 to 16 mils (0.35 to 0.41 mm) in thickness and allowed to cure at room temperature for 72 hours before testing.
- (h) Abrasion. The abrasion resistance shall be evaluated according to ASTM D 4060 using a Taber Abrader with a 1,000 gram load and CS 17 wheels. The duration of test shall be 1,000 cycles. The loss shall be calculated by difference and be less than 80. The tests shall be run on cured samples of modified urethane material which have been applied at a film thickness of 14 to 16 mils (0.35 to 0.41) to code S-16 stainless steel plates. The films shall be allowed to cure at room temperature for at least 72 hours and not more than 96 hours before testing.
- (i) Tensile. When tested according to ASTM D 638, the modified urethane pavement marking materials shall have an average tensile strength of not less than 6000 psi

(41,300 kPa). The Type IV specimens shall be pulled at a rate of 1/4 in. (6.3 mm) per minute by a suitable dynamic testing machine. The samples shall be allowed to cure at 75 °F  $\pm$  2 °F (24 °C  $\pm$  1 °C) for a minimum of 24 hours and a maximum of 72 hours prior to performing the indicated tests.

- (j) Compressive Strength. When tested according to ASTM D 695, the catalyzed modified urethane pavement marking materials shall have a compressive strength of not less than 12,000 psi (83,000 kPa). The cast sample shall be conditioned at 75 °F ± 2 °F (24 °C ± 1 °C) for a minimum of 72 hours before performing the indicated tests. The rate of compression of these samples shall be no more than 1/4 in. (6.3 mm) per minute.
- (k) Glass Beads. The glass beads shall meet the requirements of Article 1095.04(m) and Article 1095.07 for first drop and second drop glass beads.
- (I) Packaging. The material shall be shipped to the jobsite in substantial containers and shall be plainly marked with the manufacturer's name and address, the name and color of the material, date of manufacture and batch number.
- (m) Verification. Prior to approval and use of the modified urethane pavement marking materials, the manufacturer shall submit a notarized certification of an independent laboratory, together with the results of all tests, stating these materials meet the requirements as set forth herein. The certification test report shall state the lot tested, manufacturer's name, brand name of modified urethane and date of manufacture. The certification shall be accompanied by 1 pt (1/2 L) samples each of Part A and Part B. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B.

After approval by the Department, certification by the modified urethane manufacturer shall be submitted for each batch used. New independent laboratory certified test results and samples for testing by the Department shall be submitted any time the manufacturing process or paint formulation is changed.

- (n) Acceptance samples. Acceptance samples shall consist of 1 pt (1/2 L) samples of Part A and Part B, of each lot of paint. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B. The samples shall be submitted to the Department for testing, together with a manufacturer's certification. The certification shall state the formulation for the lot represented is essentially identical to that used for qualification testing. All, acceptance samples will be taken by a representative of the Illinois Department of Transportation. The modified urethane pavement marking materials shall not be used until tests are completed and they have met the requirements as set forth herein.
- (o) Material Retainage. The manufacturer shall retain the test sample for a minimum of 18 months."

Add the following to Section 1105 of the Standard Specifications:

"1105.04 Modified Urethane. The modified urethane pavement marking compounds shall be applied through equipment specifically designed to precisely meter the two components in the ratio of 2:1 and approved by the manufacturer of the material. The equipment shall produce the required amount of heat at the mixing head and gun tip and maintain those temperatures within the tolerances specified. The equipment shall also have as an integral part of the gun carriage, a high pressure air spray capable of cleaning the pavement immediately prior to the marking application.

The equipment shall be capable of spraying both yellow and white modified urethane, according to the manufacturer's recommended proportions and be mounted on a truck of sufficient size and stability with an adequate power source to produce lines of uniform dimensions and prevent application failure. The truck shall have at least two urethane tanks each of 110 gal (415 L) minimum capacity and shall be equipped with hydraulic systems. It shall be capable of placing stripes on the left and right sides and placing two lines on a three-line system simultaneously with either line in a solid or intermittent pattern, in yellow or white, and applying glass beads by the double drop pressurized bead system. The system shall apply both the first drop glass beads and the second drop glass beads at a rate of 1.2 kg/L (10 lb/gal). The equipment shall be equipped with pressure gauges for each proportioning pump. All guns shall be in full view of operators at all times. The equipment shall have a metering device to register the accumulated installed quantities for each gun, each day. Each vehicle shall include at least one operator who shall be a technical expert in equipment operations and urethane application techniques. Certification of equipment shall be provided at the preconstruction conference."

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#### **PAVEMENT PATCHING (BDE)**

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

"In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area."

### **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000 Revised: January 1, 2006

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

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

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

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

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

### PORTLAND CEMENT CONCRETE (BDE)

Effective: January 1, 2012

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

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

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

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

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

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

Add the following to Article 1003.02 of the Standard Specifications:

- (e) Alkali Reaction.
  - (1) ASTM C 1260. Each fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.03 percent will be assigned to limestone or dolomite fine aggregates (manufactured stone sand). However, the Department reserves the right to perform the ASTM C 1260 test.

- (2) ASTM C 1293 by Department. In some instances, such as chert natural sand or other fine aggregates, testing according to ASTM C 1260 may not provide accurate test results. In this case, the Department may only test according to ASTM C 1293.
- (3) ASTM C 1293 by Contractor. If an individual aggregate has an ASTM C 1260 expansion value that is unacceptable to the Contractor, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The laboratory performing the ASTM C 1293 test shall be approved by the Department according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Laboratory Requirements for Alkali-Silica Reactivity (ASR) Testing".

The ASTM C 1293 test shall be performed with Type I or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container, wick of absorbent material, or amount of coverage inside the container with blotting paper, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly. If the aggregate is manufactured into multiple gradation numbers, and the other gradation numbers have the same or lower ASTM C 1260 value, the ASTM C 1293 test result may apply to multiple gradation numbers.

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

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

- "(d)Combining Sizes. Each size shall be stored separately and care shall be taken to prevent them from being mixed until they are ready to be proportioned. Separate compartments shall be provided to proportion each size.
  - (1) When Class BS concrete is to be pumped, the coarse aggregate gradation shall have a minimum of 45 percent passing the 1/2 in. (12.5 mm) sieve. The Contractor

may combine two or more coarse aggregate sizes, consisting of CA 7, CA 11, CA 13, CA 14, and CA 16, provided a CA 7 or CA 11 is included in the blend.

(2) If the coarse aggregate is furnished in separate sizes, they shall be combined in proportions to provide a uniformly graded coarse aggregate grading within the following limits.

Class	Combined		Sieve	e Size a	and Per	cent Pa	ssing	
of	Sizes	2 1/2	2	1 3/4	1 1/2	1	1/2	No.
Concrete 1/	01263	in.	in.	in.	in.	in.	in.	4
PV 2/								
	CA 5 & CA 7			100	98±2	72±22	22±12	3±3
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3
SI and SC <sup>2/</sup>								
	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	ıg
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 (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will

be assigned to limestone or dolomite coarse aggregates. However, the Department reserves the right to perform the ASTM C 1260 test.

- (2) ASTM C 1293 by Department. In some instances testing a coarse aggregate according to ASTM C 1260 may not provide accurate test results. In this case, the Department may only test according to ASTM C 1293.
- (3) ASTM C 1293 by Contractor. If an individual aggregate has an ASTM C 1260 expansion value that is unacceptable to the Contractor, an ASTM C 1293 test may be performed by the Contractor according to Article 1003.02(e)(3).

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

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

Revise Section 1020 of the Standard Specifications to read:

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

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

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

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

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

Item

Article/Section

(a)	Concrete Mixers and Trucks	1103.01
(b)	Batching and Weighing Equipment	1103.02
(c)	Automatic and Semi-Automatic Batching Equipment	1103.03
	Water Supply Equipment	
(e)	Membrane Curing Equipment	1101.09
(f)	Mobile Portland Cement Concrete Plants	1103.04

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

For the minimum cement factor in Table 1, it shall apply to portland cement, 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	ONCRETE ANI	D MIX DES	IGN CI	RITERIA			
						6	Miv Decion	5		
Clace	llse	Specification	Cement	lent	Water /	0 —	Compressive	ive	Air	Coarse
of		Section Reference	Fac	tor	Cement Ratio	⊐ E	Strength (Flexural Strength)	n ength)	Content %	Aggregate Gradations
			cwt/cu yd	u yd	4//41	٩	nsi minimum	E		(14)
			(c)	_		. <u>.</u>	Days			
			Min.	Max		Ð	3 14	28		
	Pavement	420 or 421 353								CA 5 & CA 7,
Ş	Base Course Widening	354	5.65 (1) 6.05 (2)	7.05	0.32 - 0.42 2 - 4 (5)	2 - 4 (5)	3500 (650) (650)		5.0 - 8.0	CA 5 & CA 11, CA 7, CA 11,
	Driveway Pavement Shoulders	483 667	(-) 000							or CA 14
4	Pavement Patching Bridge Deck Patching (10)	442					3200 (600) Article 701.17(e)(3)b	(e)(3)b.		
	PP-1		6.50 6.20 (Ty III)	7.20 (Ty III)	0.32 - 0.44	2 - 4	at 48 hours	S	4.0 - 7.0	4.0 - 7.0 CA 7, CA 11, CA 13, CA 14,
	200.2		7.35	7.35	0.32 - 0.38 2 - 6	2-6	at 24 hours	ILS	4.0 - 6.0	
-	PD-3		7.35 (Tv III) (8)	7.35 (Ty III) (8)	0.32 - 0.35 2 - 4	2 - 4	at 16 hours	IIS	4.0 - 6.0	
	P-00		6.00 (9)	6.25 (9)	0.32 - 0.50 2 - 6	2-6	at 8 hours	S	4.0-6.0	
	PP-5		6.75 (9)	6.75 (9)	0.32 - 0.40 2 - 8	2-8	at 4 hours	ß	4.0 - 6.0	4.0 - 6.0 CA 13, CA 14, or CA 16
RR	Railroad Crossing	422	6.20 (Tv III)	7.20 (Tv III)	0.32 - 0.44	2 - 4	3500 (650) at 48 hours	(O) JITS	4.0 - 7.0	
Sa Sa	Bridge Superstructure	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)
	Various Precast Concrete Items	1042	5.65	7.05	0.32 - 0.44 1 - 4	1-4	See Section 1042	1042	5.0 - 8.0	
2	Dry Cast		5.65 (TY III)	7.05 (TY III)	0.25 - 0.40	-		Diana	N/A	CA / & CA 16
	Precast Prestressed Members	504	5 65	7.05		, ,		FIGUS	5.0 - 8.0	
PS	Precast Prestressed Piles and	512	5.65 (TY III)	7.05 (TY III)	0.32 - 0.44   1 - 4	+ -		2000		or CA 16
	Extensions	000						3500		
	Precast Prestressed Sight Screen	639								

			TABLE 1 CLASSES OF CONCRETE AND MIX DESIGN CRITERIA	ONCRETE	I XIM CINE	DESIG	N CRITE	RIA			
		Canadiantian			Water /	<i>ა</i> –	Mix	Mix Design		Air	Coarse
Conc	es N	Section	Factor	• ر_ `	Cement Ratio	⊐E	Compres (Flexur	Compressive Strength (Flexural Strength)		Content %	Aggregate Gradations
			cwt/cu yd	уd	dl/dl	ط ا	psi, I	psi, minimum			
						'n.					
			Min.	Max		(4)	e	14	28		
SO	Drilled Shaft (12) Metal Shell Piles (12) Sizo Structures	516 512 734	6.65	7.05	0.32 - 0.44	6 - 8 (6)		4000 (675)	<u>2.</u>	0 - 8.0	5.0 - 8.0 CA 13, CA 14, CA 16, or a blend of these gradations.
	Drilled Shaft (12)	837						_			
sc	SC Seal Coat	503	5.65 (1) 6.05 (2)	7.05	0.32 - 0.44	3 - 5		3500 (650)	0.0	ptional 0 max.	CA 3 & CA 7, Optional CA 3 & CA 11, 6.0 max. CA 5 & CA 7,
									_		CA 7 & CA 11, CA 7, or CA 11
	Structures (except Superstructure) Sidewalk	503 424									
	Stope Wall Encasement	512									
<del>ر</del> ي	Box Culverts End Section and Collar	540 542	5.65 (1)	7.05	0.32 - 0.44	2 - 4		3500 (650)	5.	0 - 8.0	5.0 - 8.0 CA 3 & CA 7, CA 3 & CA 11.
	Curb, Gutter, Curb & Gutter, Median, and Paved Ditch	606	(2) 0.9			2					CA 5 & CA 7, CA 5 & CA 1
	Concrete Barrier	637									CA 7, CA 11, CA 13,
	Sign Structures	1.04									CA 14, or CA 16
	Concrete Foundation										(13)
	Pole Foundation (12) Traffic Sinnal Foundation	836 878									
	Drilled Shaft (12)										
	Square or Rectangular										

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- Central-mixed. ଚିତ୍ର Notes:
- For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, ruck-mixed or shrink-mixed. Shrink-mixed concrete will not be permitted for Class PV concrete.
- he cement factor shall be increased by ten percent.
- The maximum slump may be increased to  $\dot{7}$  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-I, 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. Ð
  - The slump range for slipform construction shall be 1/2 to 1 1/2 in.
- If concrete is placed to displace drilling fluid, or against temporary casing, the slump shall be 8 10 in. at the point of placement. If a water-reducing admixture is used in lieu of a high range water-reducing admixture according to Article 1020.05(b)(7), the slump shall be 2 - 4 in. 60
  - 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. E
- 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 eplaced with Type I or II portland cement. 8
  - The cement shall be a rapid hardening cement from the Department's "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs" for PP-4 and calcium aluminate cement for PP-5. 6
- For Class PP concrete used in bridge deck patching, the aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching. In addition, the mix design shall have 72 hours to obtain a 4,000 psi compressive or 675 psi flexural strength for all PP mix designs. 10
  - The nominal maximum size permitted is 3/4 in. Nominal maximum size is defined as the largest sieve which retains 11
- any of the aggregate sample particles. 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 desian. 12)
  - CA 3 or CA 5 may be used when the nominal maximum size does not exceed two-thirds the clear distance between parallel reinforcement bars, or between the reinforcement bar and the form. Nominal maximum size is defined in Note (13)
- Refer also to Alternate combinations of gradations sizes may be used with the approval of the Engineer. Article 1004.02(d) for additional information on combining sizes. (14)

Use         Specification Factor         Cement Factor         Vister/ Ement (3)         So Material (3)         Compressies Strength (4)         Air (Flexual Strength)         Air (Section (Flexual Strength)         Air (Section (Flexual Strength)         Air (Flexual Strength)         Air (Section (Flexual Strength)         Air (Flexual Strength)         Air (Section (Flexual Strength)         Air (Flexual Strength)         Air (Section (Flexual Strength)         Air (Flexual Strength)         Air (Flexual Strength)         Air (Section (Flexual Strength)         Air (Section (Flexual Strength)         Air (Section (Flexual Strength)         Air (Flexual Strength)         Air (Section (Flexual Strength)         Air (Section (Flexual Strength)         Air (Section (Flexual Strength)         Air (Section (Flexual Strength)         Air (Flexual Strength)         Air (Section (Flexual Strength)         Air (Flexual		12	ABLE 1. CLA	ASSES OF CC	TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA (metric)	D MIX DES	IGN CRI	TERIA (me	tric)		
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $			Cnerification	Cen		Water /	თ –	Mix [ Compress	Jesign ive Strength	Air	Coarse
	class of		Section	Tac.	tor	Cement		(Flexural	Strength)	Content	Aggregate
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	Conc.		Reference	ka/a	E	Ratio	۵ ع	kPa, π	ninimum	%	Gradations (14)
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$				, <del>.</del>	()	kg/kg	(1)		ays		
				Min.	Max		(+)		28		
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	È	Pavement Base Course	420 or 421 353 354	335 (1)	418	0.32 - 0.42	50 - 100	Ty III 24 24,000 (4		5.0 - 8.0	CA 5 & CA 7, CA 5 & CA 11,
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	2	Driveway Pavement Shoulders	423 483 662	360 (2)			(5)	(4500)			CA 7, CA 11, or CA 14
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	dd	Pavement Patching Bridge Deck Patching (10)	442					22 (4 Article 70	,100 150) 1.17(e)(3)b.		
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$		PP-1		385 365 (Tv III)	445 425 (Tv III)	0.32 - 0.44		at 48	hours	4.0 - 7.0	CA 7, CA 11, CA 13, CA 14,
PP-3         435 (Ty III) (8)         337 (19)         0.32 - 0.35         50 - 100         at 16 hours         4.0 - 6.0           PP-4         355 (9)         370 (9)         0.32 - 0.35         50 - 150         at 8 hours         4.0 - 6.0           PP-5         355 (9)         370 (9)         0.32 - 0.40         50 - 200         at 8 hours         4.0 - 6.0           PP-5         400 (9)         400 (9)         0.32 - 0.40         50 - 200         at 8 hours         4.0 - 6.0           Railroad Crossing         422         385         1410         0.32 - 0.44         50 - 100         at 8 hours         4.0 - 5.0           Bridge Superstructure         503         360         418         0.32 - 0.44         50 - 100         27,500         50 - 8.0           Bridge Superstructure         503         360         418         0.32 - 0.44         50 - 100         27,500         50 - 8.0           Various Precast Concrete Items         1042         335 (TY III)         418 (TY III)         0.32 - 0.44         50 - 100         27,500         50 - 8.0           Various Precast Prestressed Members         504         335 (TY III)         0.32 - 0.44         25 - 100         24,600         50 - 8.0           Precast Prestressed Sight Screen		00.0		435	435	0.32 - 0.38	50 - 150	at 24	hours	4.0 - 6.0	or CA 16
PP-4         370 (9)         370 (9)         0.32 - 0.50         50 - 150         at 8 hours         4.0 - 6.0           PP-5         400 (9)         370 (9)         0.32 - 0.40         50 - 200         at 4 hours         4.0 - 6.0           Railroad Crossing         422         385         445         0.32 - 0.40         50 - 200         at 4 hours         4.0 - 7.0           Bridge Superstructure         503         360         418         0.32 - 0.44         50 - 100         24,000 (4500)         4.0 - 7.0           Bridge Superstructure         503         360         418         0.32 - 0.44         50 - 100         27,500         5.0 - 8.0           Wet cast         503         360         418         0.32 - 0.44         50 - 100         27,500         5.0 - 8.0           Various Precast Concrete Items         1042         335         418         0.32 - 0.44         50 - 100         27,500         5.0 - 8.0           Vectorat         1042         335         71111         0.32 - 0.44         50 - 100         27,500         5.0 - 8.0           Vectorat Present Concrete Items         1042         335         0.32 - 0.44         25 - 100         24,600         5.0 - 8.0           Precast Prestrestreseed Members <td< td=""><td></td><td>PP.3</td><td></td><td>435 (Ty III) (8)</td><td>435 (Ty III) (8)</td><td>0.32 - 0.35</td><td>50 - 100</td><td>at 16</td><td>hours</td><td>4.0 - 6.0</td><td></td></td<>		PP.3		435 (Ty III) (8)	435 (Ty III) (8)	0.32 - 0.35	50 - 100	at 16	hours	4.0 - 6.0	
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$		PD-4		355 (9)	370 (9)	0.32 - 0.50	50 - 150	at 8	hours	4.0 - 6.0	
Railroad Crossing         422         385 365 (Ty III)         445 425 (Ty III)         0.32 - 0.44 425 (Ty III)         50 - 100 426 (Ty III)         24,000 (4500) 426 (Ty III)         4.0 - 7.0           Bridge Superstructure         503         360         418         0.32 - 0.44         50 - 100         24,500 (4500)         5.0 - 8.0           Bridge Superstructure         503         360         418         0.32 - 0.44         50         27,500         5.0 - 8.0           Various Precast Doncrete Items         1042         335         418         0.32 - 0.44         55         26         8.0           Dry Cast         0.032 - 0.44         0.32 - 0.44         0.25         0.40         0.25         8.0         8.0           Precast Prestressed Members         504         335<(TY III)		PP-5		400 (9)	400 (9)	0.32 - 0.40	50 - 200	at 4	hours	4.0 - 6.0	CA 13, CA 14, or CA 16
Bridge Superstructure         503         360         418         0.32 - 0.44         50 - 100         27,500         5.0 - 8.0           Bridge Approach Slab         503         360         418         0.32 - 0.44         50 - 100         27,500         5.0 - 8.0           Various Precast Concrete Items         1042         335         77 III)         418         0.32 - 0.44         25 - 100         See Section 1042         5.0 - 8.0           Net Cast         Dry Cast         335         418         0.32 - 0.44         25 - 100         See Section 1042         N/A           Dry Cast         504         335         77 III)         418         0.32 - 0.44         25 - 100         See Section 1042         N/A           Precast Prestressed Members         504         335         77 III)         418<(TY III)	RR		422	385 365 (Tv III)	445 425 (Tv III)	0.32 - 0.44		24,000 at 48	) (4500) hours	4.0 - 7.0	
Wet Cast         1042         335         418         0.32 - 0.44         25 - 100         See Section 1042         5.0 - 8.0           Wet Cast         Wet Cast         0.32 - 0.40         0.32 - 0.40         0 - 25         0.7         0.10         See Section 1042         5.0 - 8.0           Net Cast         Dry Cast         335 (TY III)         418 (TY III)         0.25 - 0.40         0 - 25         0 - 255         NA           Precast Prestressed Members         504         335 (TY III)         418 (TY III)         0.32 - 0.44         25 - 100         See Section 1042         5.0 - 8.0           Precast Prestressed Members         504         335 (TY III)         418 (TY III)         0.32 - 0.44         25 - 100         See Section 1042         5.0 - 8.0           Precast Prestressed Nembers         512         335 (TY III)         418 (TY III)         0.32 - 0.44         25 - 100         24,500         5.0 - 8.0           Precast Prestressed Sight Screen         639         335 (TY III)         210         210         25 - 100         24,000	BS	Bridge Superstructure Bridge Approach Slah	503	360	418	0.32 - 0.44	50 - 100 (5)	27 (41	,500 350)	5.0 - 8.0	
UPC cast         Decast Prestnessed Members         504         335         418         77 III)         512         335         504         504         504         504         506         507         508	P S	Various Precast Concrete Items	1042	335 335 335 /TV III)	418 418 (TY III)	0.32 - 0.44 0.25 - 0.40	25 - 100 0 - 25	See Sec	tion 1042	5.0 - 8.0 N/A	CA7, CA11, CA13, CA 14, CA 16, or CA 7 & CA 16
Trecast resussed memory         512         335         418         23.2         0.32         0.44         25         100         34,500         5.0		Droced Produced Members	504	/					Plans	<u> </u>	CA 11 (11),
639	PS	Precast Prestressed Piles and	512	335 (TY III) 335 (TY III)	418 418 (TY III)	0.32 - 0.44	25 - 100		34,500		CA 13, CA 14 (11), or CA 16
		Extensions Precast Prestressed Sight Screen	639						24,000		

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TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA (metric)	Specification     Cement     Water /     S     Mix Design     Air     Coarse       cement     Vater /     I     Mix Design     Air     Coarse       cement     Factor     Cement     u     Compressive Strength     Content     Aggregate       Reference     Refin     m     (Flexwural Strength)     %     Gradations	kg/cu m kg/kg p kPa, minimum	-	Min. Max (4) 3 14 28	516         395         418         0.32 - 0.44         150 - 200         27,500         5.0 - 8.0         CA 13, CA 14, CA 14	7.34 1.23 837 837		CA 1 OCA 11	Superstructure)       503       503       503         Superstructure)       503       511       424         511       512       512       512         512       540       335 (1)       418       0.32 - 0.44       50 - 100       24,000       5.0 - 8.0       CA 3 & CA 7.         605       605       360 (2)       418       0.32 - 0.44       50 - 100       24,000       5.0 - 8.0       CA 3 & CA 7.         7 ed Ditch       605       360 (2)       418       0.32 - 0.44       50 - 100       24,000       5.0 - 8.0       CA 3 & CA 7.         7 cd Ditch       605       360 (2)       418       0.32 - 0.44       50 - 100       24,000       5.0 - 8.0       CA 3 & CA 7.         7 cd Ditch       605       360 (2)       418       0.32 - 0.44       50 - 100       24,000       5.0 - 8.0       CA 5 CA 11.         7 cd Ditch       637       7       7       613       7       614.0       13.0         100       878       836       836       836       836       14.0       13.0         2)       878       878       878       878       13.0       13.0       13.0       13.0       13.0
TABLE	Use				Drilled Shaff (12) Metal Shell Piles (12)	Sign Structures Drilled Shaft (12) Linht Tower Foundation (12)	Seal Coat		Structures (except Superstructure) Sidewalk Sidewalk Sidewalk Encasement Box Cutverts End Section and Collar Curb, Gutter, Curb & Gutter, Median, and Paved Ditch Median, and Paved Ditch Concrete Barrier Sign Structures Spread Foundation Pole Foundation Pole Foundation Pole Shaft (12) Concrete Shaft (12) Concrete Shaft (12)
	Class of Conc.				DS		SC		ល

Central-mixed Notes:

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

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

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

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

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

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

(b) Admixtures. The Contractor shall be responsible for using admixtures and determining dosages for all Classes of concrete, cement aggregate mixture II, and controlled 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

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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 waterreducing 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.

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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.

62

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

(2) Mixture Options. Based upon the aggregate group, the following mixture options shall be used. However, the Department may prohibit a mixture option if field performance shows a deleterious alkali-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 (Na<sub>2</sub>O +  $0.658K_2O$ ) exceeds 4.50 percent for the Class F fly ash, it may be used only if it complies with Mixture Option 5.

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

If the maximum total equivalent available alkali content (Na<sub>2</sub>O +  $0.658K_2O$ ) exceeds 4.50 percent or the calcium oxide exceeds 26.50 percent for the Class C fly ash, it may be used only per Mixture Option 5.

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

If the maximum total equivalent available alkali content (Na<sub>2</sub>O +  $0.658K_2O$ ) exceeds 1.00 percent for the ground granulated blast-furnace slag, it may be used only per Mixture Option 5.

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

If the maximum total equivalent available alkali content (Na<sub>2</sub>O +  $0.658K_2O$ ) exceeds 1.00 percent for the Microsilica or High Reactivity Metakaolin, it may be used only if it complies with Mixture Option 5.

- c. Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.60 percent. When aggregate in Group II is involved and the Contractor desires to use a finely divided mineral, any finely divided mineral may be used with the cement unless the maximum total equivalent available alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) exceeds 4.50 percent for the fly ash; or 1.00 percent for the ground granulated blast-furnace slag, microsilica or high reactivity metakaolin. If the alkali content is exceeded, the finely divided mineral may be used only per Mixture Option 5.
- d. Mixture option 4. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.45 percent. When aggregate in Group II or III is

 $(d \circ$ 

involved and the Contractor desires to use a finely divided mineral, any finely divided mineral may be used with the cement unless the maximum total equivalent available alkali content (Na<sub>2</sub>O +  $0.658K_2O$ ) 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 C	URING AND PROTECTION OF	CONCRETE C	ONSTRUCTION		
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) <sup>3/ 5/</sup>	3	1020.13(c)		
Base Course Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) <sup>2/</sup>	3	1020.13(c)		
Driveway Median Barrier Curb Gutter Curb & Gutter Sidewalk Slope Wall Paved Ditch	1020.13(a)(1)(2)(3)(4)(5) <sup>4/5/</sup>	3	1020.13(c) <sup>16/</sup>		
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 <sup>12/</sup>	1020.13(c)		
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)		
Piles and Drilled Shafts	1020.13(a)(3)(5)	7	1020.13(d)(1)(2)(3)		
Foundations & Footings Seal Coat	1020.13(a)(1)(2)(3)(4)(5) 4/6/	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) <sup>8/</sup>	7	1020.13(d)(1)(2)		
Deck Bridge Approach Slab	1020.13(a)(5)	7	1020.13(d)(1)(2) <sup>17/</sup>		
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) <sup>1/7/</sup>	7	1020.13(d)(1)(2)		
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) 1/	7	1020.13(d)(1)(2)		
Culverts	1020.13(a)(1)(2)(3)(4)(5) 4/6/	7	1020.13(d)(1)(2) <sup>18/</sup>		
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)		
Precast Concrete 11/					
Bridge Slabs Piles and Pile Caps Other Structural Members	1020.13(a)(3)(5) <sup>9/ 10/</sup>	As <sup>13/</sup> Required	9/		
All Other Precast Items	1020.13(a)(3)(4)(5) <sup>2/9/10/</sup>	As <sup>14/</sup> Required	9/		
Precast, Prestressed Concrete <sup>11/</sup>					
All Items	1020(a)(3)(5) <sup>9/ 10/</sup>	Until Strand Tensioning is Released <sup>15/</sup>	9/		

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Notes-General:

- 1/ Type I, membrane curing only
- 2/ Type II, membrane curing only
- 3/ Type III, membrane curing only

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

15/ The producer has the option to continue curing after strand release.

- 16/When structural steel or structural concrete is in place above slope wall, Article 1020.13(c) shall not apply. The protection method shall be according to Article 1020.13(d)(1).
- 17/ When Article 1020.13(d)(2) is used to protect the deck, the housing may enclose only the bottom and sides. The top surface shall be protected according to Article 1020.13(d)(1).
- 18/ For culverts having a waterway opening of 10 sq ft (1 sq m) or less, the culverts may be protected according to Article 1020.13(d)(3).
- (a) Methods of Curing. Except as provided for in the Index Table of Curing and Protection of Concrete Construction, curing shall be accomplished by one of the following described methods. When water is required to wet the surface, it shall be applied as a fine spray so that it will not mar or pond on the surface. Except where otherwise specified, the curing period shall be at least 72 hours.
  - (1) Waterproof Paper Method. The surface of the concrete shall be covered with waterproof paper as soon as the concrete has hardened sufficiently to prevent marring the surface. The surface of the concrete shall be wetted immediately before the paper is placed. The blankets shall be lapped at least 12 in. (300 mm) end to end, and these laps shall be securely weighted with a windrow of earth, or other approved method, to form a closed joint. The same requirements shall apply to the longitudinal laps where separate strips are used for curing edges, except the lap shall be at least 9 in. (225 mm). The edges of the blanket shall be weighted securely with a continuous windrow of earth or any other means satisfactory to the Engineer to provide an air-tight cover. Any torn places or holes in the paper shall be repaired immediately by patches cemented over the openings, using a bituminous cement having a melting point of not less than 180 °F (82 °C). The blankets may be reused, provided they are air-tight and kept serviceable by proper repairs.

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

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

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

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

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

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

At locations where the coating is discontinuous or where pin holes show or where the coating is damaged due to any cause and on areas adjacent to sawed joints, immediately after sawing is completed, an additional coating of membrane curing compound shall be applied at the above specified rate. The equipment used may be of the same type as that used for coating variable widths of pavement. Before the additional coating is applied adjacent to sawed joints, the cut faces of the joint shall be protected by inserting a suitable flexible material in the joint, or placing an

adhesive width of impermeable material over the joint, or by placing the permanent sealing compound in the joint. Material, other than the permanent sealing compound, used to protect cut faces of the joint, shall remain in place for the duration of the curing period. In lieu of applying the additional coating, the area of the sawed joint may be cured according to any other method permitted.

When rain occurs before an application of membrane curing compound has dried, and the coating is damaged, the Engineer may require another application be made in the same manner and at the same rate as the original coat. The Engineer may order curing by another method specified, if unsatisfactory results are obtained with membrane curing compound.

(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry or damp cotton mats. The cotton mats shall be placed in a manner which will not mar the concrete surface. A texture resulting from the cotton mat material is acceptable. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. For bridge decks, a foot bridge shall be used to place and wet the cotton mats.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the corresponding minimum dimension of the concrete unit being protected as shown in the following table.

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 remain in place for a period of seven days after the concrete is placed.

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

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

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

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

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

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

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

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

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

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

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

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

82

- (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. For truck-mixed minerals summed together. A water-reducing or high range water-reducing admixture shall be used in the central mixed, truck-mixed or shrink-mixed concrete mixture. For any mixture to be placed underwater, the minimum

cement and finely divided minerals shall be 550 lbs/cu yd (326 kg/cu m) for central-mixed concrete, and 580 lbs/cu yd (344 kg/cu m) for truck-mixed or shrink-mixed concrete.

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

- c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor shall provide freeze/thaw test results according to AASHTO T 161 Procedure A or B, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer.
- d. The maximum cement replacement with fly ash shall be 40.0 percent. The maximum cement replacement with ground granulated blast-furnace slag shall be 65.0 percent. When cement replacement with ground granulated blast-furnace slag exceeds 35.0 percent, only Grade 100 shall be used.
- e. The mixture may contain a maximum of two finely divided minerals. The finely divided mineral in portland-pozzolan cement or portland blast-furnace slag cement shall count toward the total number of finely divided minerals allowed. The finely divided minerals shall constitute a maximum of 65.0 percent of the total cement plus finely divided minerals. The fly ash portion shall not exceed 40.0 percent. The ground granulated blast-furnace slag portion shall not exceed 65.0 percent. The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed 5.0 percent.
- f. The time to obtain the specified strength may be increased to a maximum 56 days, provided the curing period specified in Article 1020.13 is increased to a minimum of 14 days.

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

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

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

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

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

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

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

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

completely filled with grout. The 4 in. (100 mm) deep concrete hole shall be filled with nonshrink grout. Form and insulation removal shall be done in a manner to prevent cracking and ensure the maximum temperature differential is maintained. Insulation shall be in good condition as determined by the Engineer and properly attached.

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

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

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

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

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

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

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

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

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

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

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

80279

## PORTLAND CEMENT CONCRETE SIDEWALK (BDE)

Effective: January 1, 2012

Revise Article 424.07 of the Standard Specifications to read:

"424.07 Expansion Joints. Expansion joints shall be 1/2 in. (13 mm) thick and consist of preformed joint filler. The top of the joint filler shall be 1/4 in. (6 mm) below the surface of the sidewalk.

Expansion joints shall be placed in locations as follows.

- (a) Expansion joints shall be placed between the sidewalk and all structures such as light poles, traffic signal poles, traffic poles and subway columns, which extend through the sidewalk.
- (b) Transverse expansion joints shall be placed at maximum intervals of 50 ft (15 m) in the sidewalk. Where the sidewalk is constructed adjacent to pavement or curb having expansion joints, the expansion joints in the sidewalk shall be placed in line with the adjacent expansion joints as nearly as practicable.
- (c) Expansion joints shall also be placed where the sidewalk abuts existing sidewalks, between driveway pavement and sidewalk, and between sidewalk accessibility ramps and curbs where the ramp abuts a curb."

80280

## **RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)**

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

Revise Section 1031 of the Standard Specifications to read:

## **"SECTION 1031. RECLAIMED ASPHALT PAVEMENT**

**1031.01 Description.** Reclaimed asphalt pavement (RAP) is from the material produced by cold milling or crushing of 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.

**1031.02 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 to provide verification of the quality of the RAP to clarify appropriate stockpile.

(a) 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 used in.

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)

(b) 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.

- (c) 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 or other expansive material as determined by the Department.
- (d) 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 or other expansive material as determined by the Department.
- (e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results. Evaluation of 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)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % <sup>1/</sup>	± 0.5 %
G <sub>mm</sub>	± 0.03	

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

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content test results fall outside the appropriate tolerances, the 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)".

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

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

- (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) The aggregate quality of FRAP shall be determined as follows.
  - (1) If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer. If the quality is not known, the quality shall be determined according to Article 1031.04(b)(2).
  - (2) Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications."

**1031.05 Use of RAP/FRAP in HMA.** The use of RAP/FRAP shall be a Contractor's option when constructing HMA in all contracts. The use of RAP/FRAP in HMA shall be as follows.

- (a) 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.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP 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 shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 in. (10 mm).
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, conglomerate, or conglomerate DQ.

(f) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table below for a given N Design.

HMA Mixtures <sup>1/, 3/</sup>	Maximum % RAP			
Ndesign	Binder/Leveling Surface Binder		Polymer Modified	
30	30	30	10	
50	25	15	10	
70	15 / 25 <sup>2/</sup>	10 / 15 <sup>2/</sup>	10	
90	10	10	10	
105	10	10	10	

#### Max RAP Percentage

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the amount of RAP shall not exceed 50% of the mixture.
- 2/ Value of Max % RAP if homogeneous RAP stockpile of IL-9.5 RAP is utilized.
- 3/ When RAP exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent RAP 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 exceeds 25 percent (i.e. 26 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- (g) When the Contractor chooses the FRAP option, the percentage of FRAP shall not exceed the amounts indicated in the table below for a given N Design.
  - (1) Level 1 Maximum FRAP Percentage.

HMA Mixtures <sup>1/, 2/</sup>	Level 1 - Maximum % FRAP				
Ndesign	Binder/Leveling Binder	Polymer Modified <sup>3/, 4/</sup>			
30	35	35	10		
50	30	25	10		
70	25	20	10		
90	20	15	10		
105	10	10	10		

1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the amount of FRAP shall not exceed 50 percent of the mixture.

- 2/ When FRAP exceeds 20 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent FRAP 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 exceeds 25 percent (i.e. 26 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- 3/ For SMA the maximum FRAP shall be 20 percent. When the FRAP usage in SMA exceeds 10 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 15 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to a PG70-28).
- 4/ For IL-4.75 mix the amount of minus #4 fine fraction FRAP shall not exceed 20 percent. When the FRAP usage in IL-4.75 exceeds 10 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 15 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to a PG70-28).

HMA Mixtures <sup>1/, 2/</sup>	Level 1 - Maximum % FRAP			
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified <sup>3/, 4/</sup>	
30	40	40	10	
50	40	30	10	
70	30	20	10	
90	30	20	10	
105	30	15	10	

(2) Level 2 Maximum FRAP percentage.

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the amount of FRAP shall not exceed 50 percent of the mixture.
- 2/ When FRAP exceeds 20 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent FRAP 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 exceeds 25 percent (i.e. 26 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- 3/ For SMA the maximum FRAP shall be 20 percent. When the FRAP usage in SMA exceeds 10 percent, the high and low virgin asphalt binder grade shall each be

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

4/ For IL-4.75 mix the amount of minus #4 fine fraction FRAP shall not exceed 30 percent. When the FRAP usage in IL-4.75 exceeds 10 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 15 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to a PG70-28).

**1031.06 HMA Mix Designs.** At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP material meeting the above detailed requirements.

FRAP mix designs exceeding the Level 1 FRAP percentages shall be tested prior to submittal for verification, according to Illinois Modified AASHTO T324 (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	10,000	1/2 (12.5)
PG58-XX	10,000	1/2 (12.5)

RAP/FRAP 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.

**1031.07 HMA Production.** Mixture production where the FRAP 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 T324 and shall meet the requirements specified herein. FRAP mix production shall not exceed 1500 tons (1350 metric tons) or one days 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 FRAP mixture conformance is demonstrated prior to start of mix production for the contract.

The coarse aggregate in all RAP 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.

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

- (a) Dryer Drum Plants.
  - (1) Date, month, year, and time to the nearest minute for each print.
  - (2) HMA mix number assigned by the Department.
  - (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
  - (4) Accumulated dry weight of RAP/FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
  - (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
  - (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
  - (7) Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
  - (8) 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.)
- (b) Batch Plants.
  - (1) Date, month, year, and time to the nearest minute for each print.
  - (2) HMA mix number assigned by the Department.
  - (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).

- (4) Mineral filler weight to the nearest pound (kilogram).
- (5) RAP/FRAP weight to the nearest pound (kilogram).
- (6) Virgin asphalt binder weight to the nearest pound (kilogram).

(7) Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

**1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders.** The use of RAP 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."

### SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005 Revised: April 1, 2012

<u>Description</u>. This work shall consist of constructing cast-in-place items involving Class DS or SI concrete with self-consolidating concrete. The concrete shall be according to the special provision, "Portland Cement Concrete", except as modified herein.

<u>Definition</u>. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Mix Design Criteria. Article 1020.04 shall apply, except as follows:

- (a) The slump requirements shall not apply.
- (b) The concrete mixture shall be uniformly graded, 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 mix design. The coarse aggregate gradations shall be CA 11, CA 13, CA 14, CA 16, or a blend of these gradations. However, the final gradation when using a single coarse aggregate or combination of coarse aggregates shall have 100 percent pass the 1 in. (25 mm) sieve, and 95 percent pass the 3/4 in. (19 mm) sieve. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (c) The slump flow range shall be 22 in. (560 mm) minimum to 28 in. (710 mm) maximum.
- (d) The visual stability index shall be a maximum of 1.
- (e) The J-ring value shall be a maximum of 2 in. (50 mm).
- (f) The L-box blocking ratio shall be a minimum of 80 percent.
- (g) The hardened visual stability index shall be a maximum of 1.

<u>Test Methods</u>. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-6, SCC-8 (Option C) and Illinois Modified AASHTO T 22, 23, 121, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

<u>Mixing Portland Cement Concrete</u>. In addition to Article 1020.11, the mixing time for centralmixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

<u>Falsework and Forms</u>. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall ensure the design of the falsework and forms is adequate for the additional form pressure caused by the fluid concrete. Forms shall be tight to prevent leakage of fluid concrete.

When the form height for placing the self-consolidating concrete is greater than 10.0 ft (3.0 m), direct monitoring of form pressure shall be performed according to Illinois Test Procedure SCC-10. The monitoring requirement is a minimum, and the Contractor shall remain responsible for adequate design of the falsework and forms. The Contractor shall record the formwork pressure during concrete placement. This information shall be used by the Contractor to prevent the placement rate from exceeding the maximum formwork pressure allowed, to monitor the thixotropic change in the concrete during the pour, and to make appropriate adjustments to the mix design. This information shall be provided to the Engineer during the pour.

<u>Placing and Consolidating</u>. Concrete placement and consolidation shall be according to Article 503.07 of the Standard Specifications, except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

"Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 5 ft (1.5 m). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m). However, when the maximum distance of horizontal flow from the point of discharge exceeds 15 ft (4.6 m), the dynamic segregation index shall be a maximum 10.0 percent. If the maximum is exceeded, the maximum distance of horizontal flow from the point of deposit will not be allowed to exceed 15 ft (4.6 m). For drilled shafts, free fall placement will not be permitted."

Delete the seventh, eighth, ninth, and tenth paragraphs of Article 503.07 of the Standard Specifications.

Add to the end of the eleventh paragraph of Article 503.07 of the Standard Specifications the following:

"Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator will be permitted if it can be used in a manner that does not cause coarse aggregate separation from the mortar as determined by the Engineer. Any other method for restoring the fluidity of the concrete shall be approved by the Engineer."

If the contract requires QC/QA for concrete, the following four sections shall supplement the special provision Quality Control/Quality Assurance of Concrete Mixtures. If QC/QC is not required, the following four sections shall be disregarded by the Contractor and the Engineer will perform QA testing as appropriate.

<u>Quality Control by Contractor at Plant</u>. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The hardened visual stability index test will not be required to be performed at the plant.

<u>Quality Control by Contractor at Jobsite</u>. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 50 cu yd (40 cu m) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

If the self-consolidating concrete horizontal flow will exceed 15 ft (4.6 m), the dynamic segregation index test shall be performed at start of production for each mix design and per contract.

The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 300 cu yd (230 cu m) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

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

<u>Quality Assurance by Engineer at Plant</u>. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

<u>Quality Assurance by Engineer at Jobsite</u>. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract.

For slump flow, visual stability index, J-ring or L-box, dynamic segregation index, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 1.5 in. (40 mm) for slump flow and a limit of precision will not apply to the visual stability index.

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 1.5 in. (40 mm) for the J-ring value and ten percent for the L-box blocking ratio.

For dynamic segregation index, quality assurance split sample testing will be performed as determined by the Engineer. The acceptable limit of precision will be 1.0 percent.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

# SELF-CONSOLIDATING CONCRETE FOR PRECAST AND PRECAST PRESTRESSED PRODUCTS (BDE)

Effective: July 1, 2004 Revised: April 1, 2012

<u>Description</u>. This work shall consist of constructing precast and precast prestressed concrete products with self-consolidating concrete. The concrete shall be according to the special provision, "Portland Cement Concrete", except as modified herein.

<u>Definition</u>. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Mix Design Criteria. Article 1020.04 shall apply, except as follows:

- (a) If the maximum cement factor is not specified for the product, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) If the maximum allowable water/cement ratio is not specified for the product, it shall not exceed 0.44.
- (c) The slump requirements shall not apply.
- (d) The concrete mixture shall be uniformly graded, 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 mix design. The coarse aggregate gradations shall be CA 11, CA 13, CA 14, CA 16, or a blend of these gradations. However, the final gradation when using a single coarse aggregate or combination of coarse aggregates shall have 100 percent pass the 1 in. (25 mm) sieve, and 95 percent pass the 3/4 in. (19 mm) sieve. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be 22 in. (560 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 2 in. (50 mm).
- (h) The L-box blocking ratio shall be a minimum of 80 percent.
- (i) The hardened visual stability index shall be a maximum of 1.

<u>Test Methods</u>. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-6, SCC-8, (Option C) and Illinois Modified AASHTO T 22, 23, 121, 141, 152, 196, and 309 shall be used for testing of self-consolidating mixtures.

<u>Mixing Portland Cement Concrete</u>. In addition to Article 1020.11, the mixing time for centralmixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed and truck-mixed concrete.

<u>Concrete Placement for Precast Products</u>. The maximum distance of horizontal flow from the point of deposit shall not exceed 25 ft (7.6 m) for precast products. However, when the maximum distance of horizontal flow from the point of discharge exceeds 15 ft (4.6 m), the dynamic segregation index shall be a maximum 10.0 percent. If the maximum is exceeded, the maximum distance of horizontal flow from the point of deposit will not be allowed to exceed 15 ft (4.6 m).

<u>Concrete Placement for Precast Prestressed Products</u>. The maximum distance of horizontal flow from the point of deposit shall not exceed 15 ft (4.6 m) for precast prestressed products. In addition, the placement operation shall be moved as required to ensure the leading edge of the flowing concrete does not exceed 15 ft (4.6 m). For a bed of beams, a single beam shall be completely filled with concrete before placement of concrete in the next beam. For deck beams with void tubes installed in place prior to the pour, the concrete shall be placed on one side of the void tube until the concrete flows completely under the void tube to the other side. Once this has been completed, the concrete placement operation may be moved to the other side.

<u>Consolidation</u>. Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator will be permitted if it can be used in a manner that does not cause coarse aggregate separation from the mortar as determined by the Engineer. Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

103

### SIDEWALK, CORNER OR CROSSWALK CLOSURE (BDE)

Effective: January 1, 2012

Add the following to Article 701.03 of the Standard Specifications:

"(p) Detectable Pedestrian Channelizing Barricades ......1106.02(k)"

Add the following to Article 701.15 of the Standard Specifications:

"(n) Detectable Pedestrian Channelizing Barricade. Detectable pedestrian channelizing barricades are cane detectable and visible to persons having low vision. These barricades are used to channelize pedestrian traffic."

Add the following to Article 1106.02 of the Standard Specifications:

"(m) Detectable Pedestrian Channelizing Barricades. The top and bottom panels shall have alternating white and orange stripes sloping at 45 degrees on the side exposed to pedestrian traffic. Barricade stripes shall be 6 in. (150 mm) in width. The predominant color for other barricade components shall be white, orange, or silver.

The top and bottom rails shall be continuous to allow for detection for hand trailing and cane trailing, respectively.

104

The faces of the barricade rails shall be vertical."

#### 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.

### 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:

00

"The daily monetary deduction will be \$2,500."

# WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within  $45^{\circ}$  working days.

107

# STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PLANS FOR PROPOSED LOCAL AGENCY FUNCTIONAL OVERLAY (LAFO) FEDERAL AID URBAN PROJECT

F.A.U. ROUTE 5263 (HANCOCK AV) SECTION 12-00155-00-RS PROJECT M-5024 (030) CITY OF FREEPORT

### NET LENGTH OF SECTION= 3,834' = 0.726 MILES



CALL J.U.L.I.E BEFORE YOU DIG (800) 892-0123

> LOCATION MAP Hancock Av: Stephenson St to Arcade

062-055143 SF EXPIRES 11/32 Adam G. Holder seal

JOB NO. C-92-116-12 CONTRACT NO.85559 URBAN COLLECTOR ADT = VAR. 1350-1400 N-S (2011); 2 % TRUCKS

APPROVED April 16 20 12
Thomas E. Dole
LOCAL AGENCY OFFICIAL
PASSED AMIL 24 120 12
Ja to Ma
DIST. ENG. OF LOCAL RD & ST
RELEASING April 2420 12
FOR BID BASED ON LIMITED REVIEW
S X Man Marco
DEPUTA-DIRECTOR OF HIGHWAYS REGION 2 ENGINEER
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

# SEC. 12-00155-00-RS Hancock Av City of Freeport

# INDEX OF SHEETS

COVER SHEET	1
INDEX OF SHEETS	2
SUMMARY OF QUANTITIES	3
SCHEDULE OF QUANTITIES	4-6
TYPICAL SECTIONS	7-11
WATER VALVE ADJUST DETAIL	12
MANHOLE ADJUST DETAILS	13
RAILROAD TRACK REMOVAL	~~
DETAIL	14
TYPICAL BUTT JOINT	15
ROUGH GROVED SURFACE	
SIGN DETAIL	16
HANCOCK AV @ ALBUM ST RT	<b>~ ~</b>
AND PRIVATE ENTRANCE LT	
STA 8+71	17-18
SIDEWALK DETAIL @ 5+28 LT/RT	19-20
SIDEWALK AND EXPANSION	
JOINT DETAIL	21
TOOLED JOINT DETAIL	22
INLET DETAIL	23
CATCH BASIN OR INLET TO BE	
ADJUSTED OR RECONSTRUCTED	24
T- INTERSECTION TRAFFIC	25
CONTROL DETAIL	
STANDARDS	
424001-06	26-27
424006	28
424011	29
424016	30
424021	31
424026	32
442201-03	33
606001-04	34-35
701006-03	36
701301-04	37
701311-03	3.8
701501-06	39
701801-05	40-41
701901-02	42-44
720011-01	45
728001-01	46
729001-01	47
780001-03	48-49

# **City of Freeport**

Section 12-00-00155-00-RS

FAU 5263 Hancock Avenue from Stephenson Street (IL Route 75) to Arcade St

### SUMMARY OF QUANTITIES Construction Type Code: 0005

Code	Description	<u>Unit</u>	<u>Quantity</u>
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	1220
40600625	LEVELING BINDER MM N50	TON	760
40603535	POLYMER HMA SC "D" N50	TON	1144
X4401198	HMA SURFACE REMOVAL VARIABLE DEPTH	S.Y.	6128
60609800	COMBINATION CONCRETE C&G M6.18	FOOT	166
44000500	COMBINATION C&G REMOVAL	FOOT	166
42400200	PCC CONCRETE SIDEWALK 5 IN	S.F.	276
44000600	SIDEWALK REMOVAL	S.F.	276
42400800	DETECTABLE WARNINGS	S.F.	32
44201737	CLASS D PATCHES, TYPE I - 8"	S.Y.	6
44201741	CLASS D PATCHES, TYPE II - 8"	S.Y.	29
44201745	CLASS D PATCHES, TYPE III - 8"	S.Y.	16
44201747	CLASS D PATCHES, TYPE IV - 8"	S.Y.	96
48101500	AGGREGATE SHOULDER, TYPE B - 6"	S.Y.	851.9
56109210	WATER VALVES TO BE ADJUSTED	EA.	13
60255500	MANHOLES TO BE ADJUSTED	EA.	16
X6026108	INLETS TO BE RECONSTRUCTED W/ NEW F&G, SPECIAL	EA.	7
60260100	INLETS TO BE ADJUSTED	EA.	1
67100100	MOBILIZATION	L.S.	1
X7010216	TRAFFIC CONTROL & PROTECTION SPECIAL	L.S.	1
70300100	SHORT TERM PAVEMENT MARKING	FOOT	150
<b>4</b> 78009004	MODIFIED URETHANE PAVEMENT MARKING 4"	FOOT	320

A SPECIALTY ITEMS

City of Freeport Section 12-00155-00-RS

FAU 5263 Hancock Avenue from Stephenson Street (IL Route 75) to Arcade St.

2	CHEDULE OF QU	ANTITIES	
Bituminous Matls (Prime Coat)	GAL	Combination C&G Rem	ri <del>r</del> i
0+00 TO 12+42	448	STA 2+10 LT	<u>FT</u> 10
14+58 TO 39+98 (Variable 22' – 33')	764	STA 2+10 RT	10
Jackson Street	8	STA 4+87 LT	15
TOTAL	1220	STA 4+87 RT	10
		STA 5+28 LT	15
Leveling Binder MM N50	<u>ŤŎŇ</u>	STA 5+28 RT	15
0+00 TO 12+42 (33' Flag to Flag)	280	STA 5+82 LT	5
14+58 TO 39+98 (Variable 22' – 33')	478	STA 8+71 LT	50
Jackson Street	2	STA 8+71 RT	36
TOTAL	760	TOTAL	166
Polymer HMA SC "D" N50	TON	PCC Concrete Sidewalk – 5"	<u>S.F.</u>
0+00 TO 12+42 (33' Flag to Flag)	420	STA 4+87 LT	88
14+58 TO 39+98 (Variable 22' – 33')	716	STA 5+82 LT	100
Jackson Street	8	STA 5+28 RT	88
TOTAL	1144	TOTAL	276
	<b>6</b> .4		
HMA Surface Removal (Var. Depth)	<u>S.Y.</u>	Sidewalk Removal	<u>S.F.</u>
0+00 TO 12+42 (33' Flag to Flag)	4478	STA 4+87 LT	88
14+58 TO 39+98 (Variable)	1600	STA 5+28 LT	100
Jackson Street	50	STA 5+28 RT	88
TOTAL	6128	TOTAL	276
Combination Conc C & G TY M6.18	FT	Detectable Warnings	<u>S.F.</u>
STA 2+10 LT	10	STA 5+28 LT	16
STA 2+10 RT	10	STA 5+28 RT	16
STA 4+87 LT	15	TOTAL	32
STA 4+87 RT	10		
STA 5+28 LT	15	<u>Class D Patches, Ty I – 8"</u>	<u>S.Y.</u>
STA 5+28 RT	15	STA 5+28 LT	3
STA 5+82 LT	5	STA 5+28 RT	3
STA 8+71 LT	50	TOTAL	6
STA 8+71 RT	36		
TOTAL	166	<u>Class D Patches, Ty II – 8"</u>	<u>S.Y.</u>
		STA 1+22 RT	10
		STA 11+30 LT	7
		STA 8+71 LT ( front of curb)	6
			•

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29

STA 8+71 LT (back of curb

TOTAL

SCHEDULE OF QUANTITIES

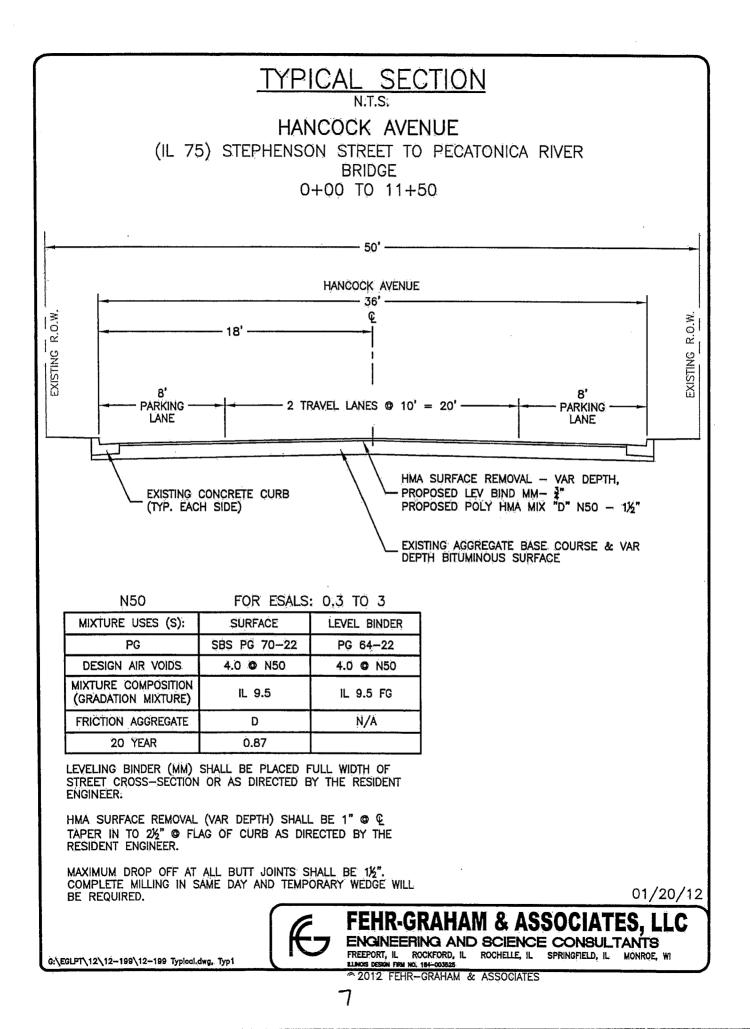
### SCHEDULE OF QUANTITIES- CONTINUED

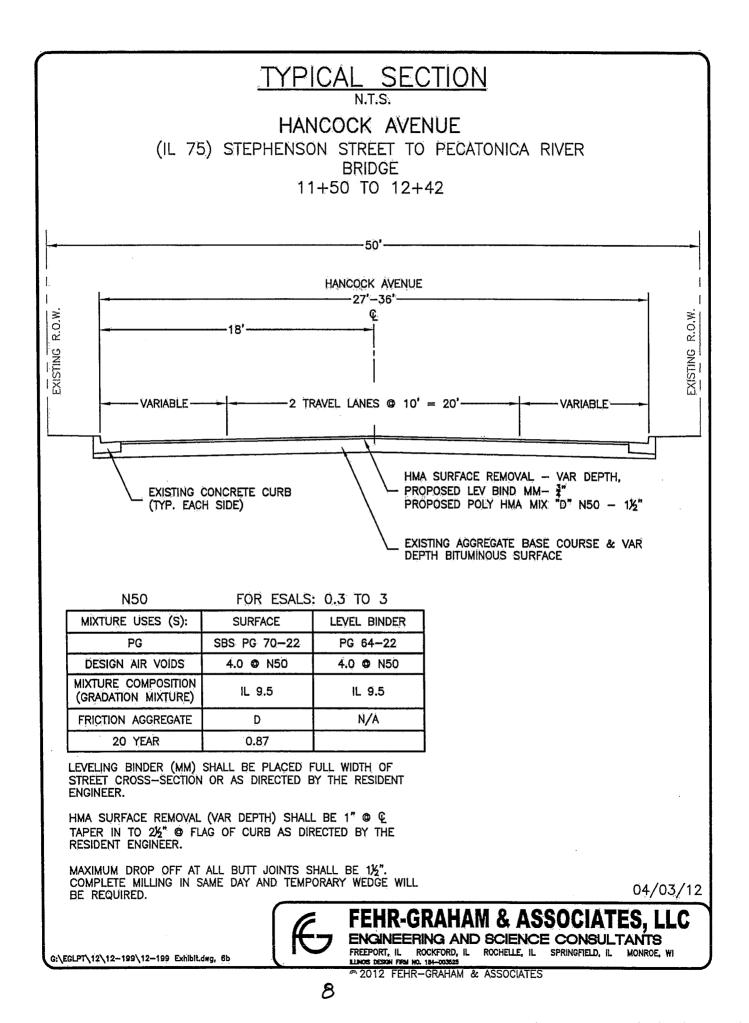
<u>Class D Patches, Ty III– 8"</u>	<u>S.Y.</u>	Manholes to be Adjusted	<u>EA.</u>
STA 8+65 RT	16	STA 0+58 LT	1
TOTAL	16	STA 2+10 CL	1
		STA 3+12 LT	1
		STÁ 4+87 CL	1
<u>Class D Patches, Ty IV – 8"</u>	<u>S.Y.</u>	STA 5+62 LT	1
STA 3+44 LT	27	STA 5+78 CL	1
STA 8+71 LT	34	STA 5+58 LT	1
STA 15+14 LT/RT	35	STA 8+63 LT	1
TOTAL	96	STA 19+04 CL	1
		STA 22+28 CL	1
<u>Aggregate Shoulder, Type B – 6"</u>	<u>S.Y.</u>	STA 25+48 CL	1
STA 14+58 – 14+75 RT	5.7	STA 25+88 RT	1
STA 14+58 – 15+32 LT	24.7	STA 26+80 RT	1
STA 15+32 – 18+46 LT	69.8	STA 28+87 RT	1
STA 16+00 - 17+60 RT	53.3	STA 36+25 RT	ì
STA 19+10 – 24+35 RT	175	STA 36+25 RT	1
STA 20+58 – 22+90 LT	77.3	TOTAL	16
STA 23+80 – 26+70 LT	96.7		
STA 25+60 – 26+40 RT	26.7	Inlets to be Recon w/new	<u>EA.</u>
		F&G. Sp	
STA 27+10 – 28+20 RT	36.7	STA 2+10 LT	1
STA 29+00 – 29+70 LT	23.3	STA 2+10 RT	1
STA 30+00 - 30+40 RT	13,3	STA 4+87 LT	1
STA 30+40 – 32+00 LT	53.3	STA 4+87 RT	1
STA 32+22 – 32+30 LT	2.7	STA 5+82 LT	1
STA 32+70 – 34+28 RT	52.7	STA 8+71 LT	1
STA 32+70 – 32+80 LT	3.3	STA 8+71 RT	1
STA 33+50 – 36+80 LT	110.0	TOTAL	7
STA 34+67 – 35+17 RT	16.7		
STA 37+65 - 37+97 LT	10.7	Inlets to be Adjusted	<u>EA.</u>
TOTAL	851.9	STA 36+86 LT/RT	1
		TOTAL	1
Water Valves to be Adjusted	<u>EA.</u>		
STA 2+29 RT	1	Mobilization	<u>L.S.</u>
STA 5+41 RT	1	Mobilization	1
STA 7+43 RT	1	TOTAL	1
STA 7+64 RT	1		
STA 10+61 RT	1	Traffic Control	<u>L.S.</u>
STA 19+60 RT	1	Traffic Control	1
STA 20+80 RT	1	TOTAL	1
STA 20+94 RT	1	•	-
STA 21+04 RT	1		
STA 30+86 RT	1		
STA 38+77 RT	1		
STA 39+62 RT	1		
STA 39+68 RT	1		
TOTAL	13		

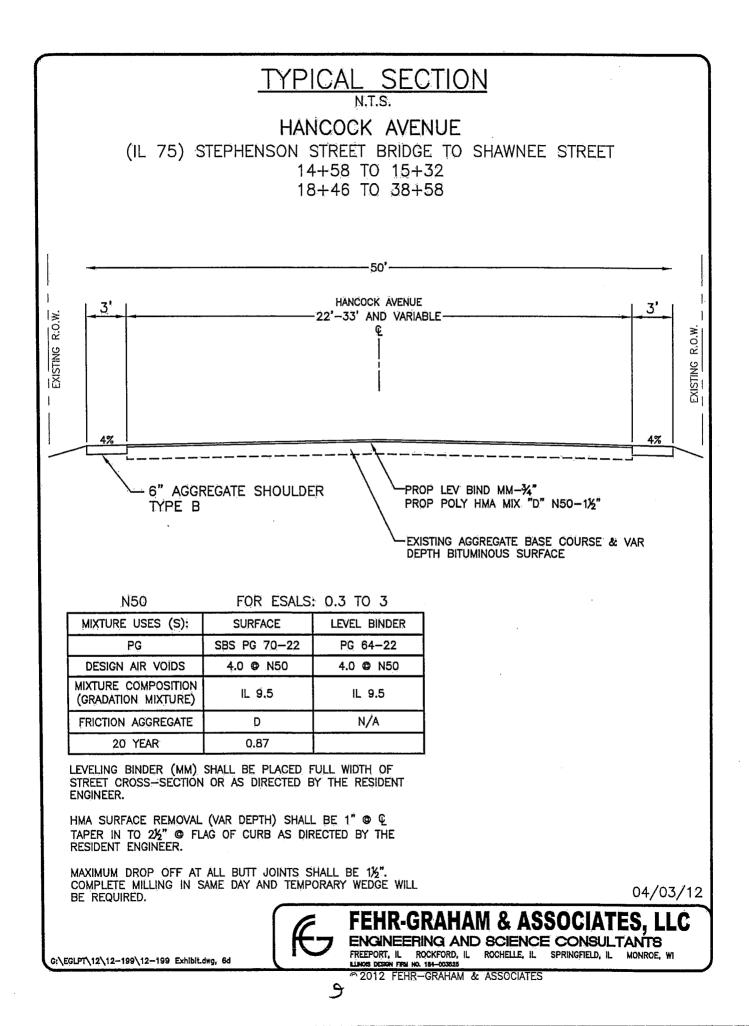
### SCHEDULE OF QUANTITIES- CONTINUED

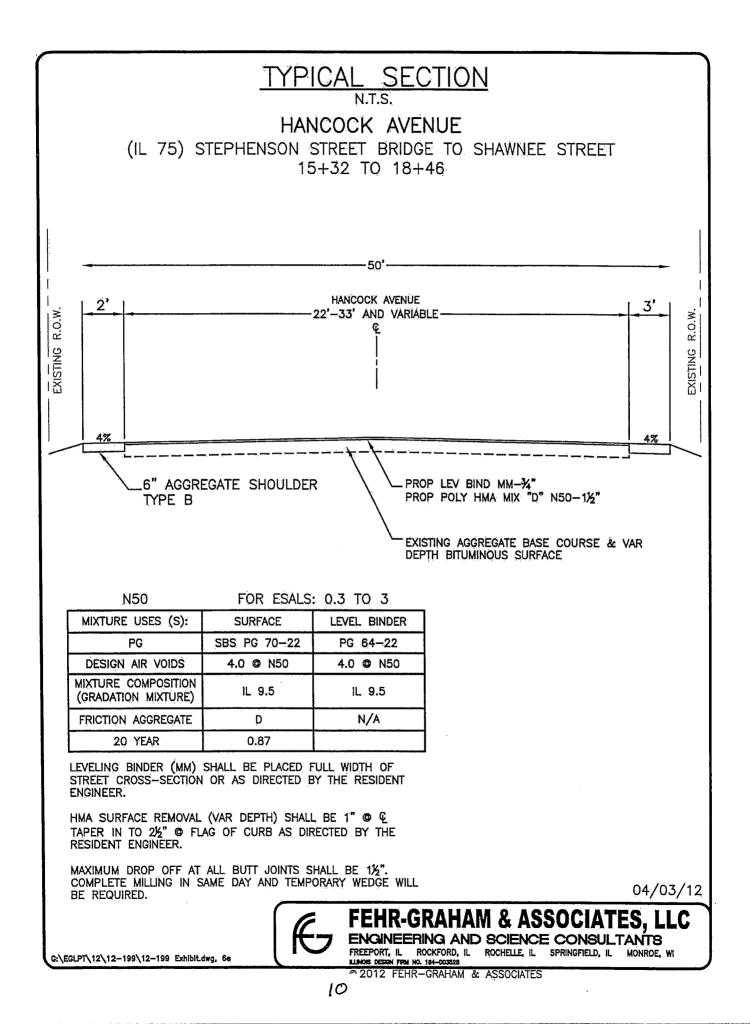
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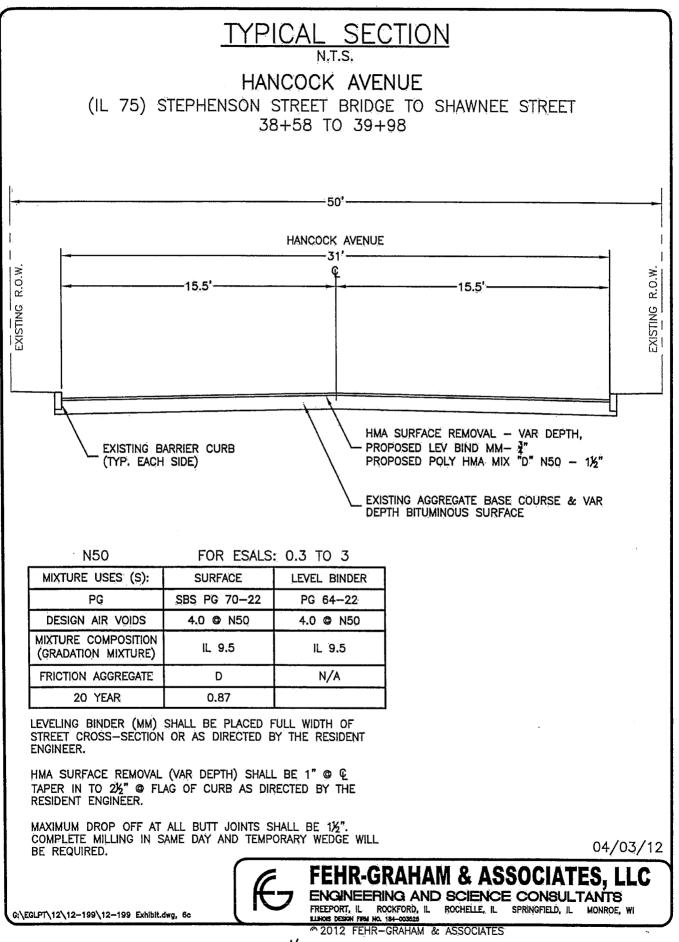
<u>Short Term Pavement N</u> STA 00+00 – 12+42 CL Y Dash	<u>FT.</u> 150	
	TOTAL	150
<u>Modified Urethane Pvn</u> STA 00+00 – 12+42 CL	nt Mkg 4"	<u>FT.</u> 320
	TOTAL	320

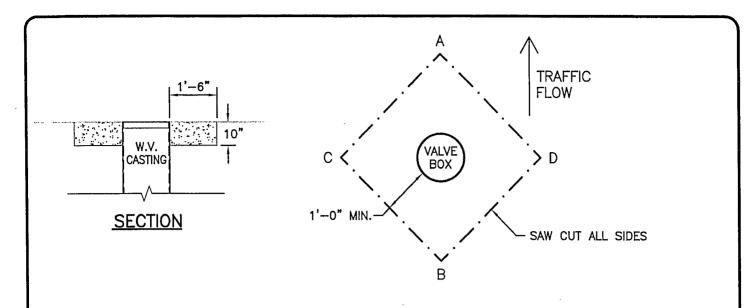












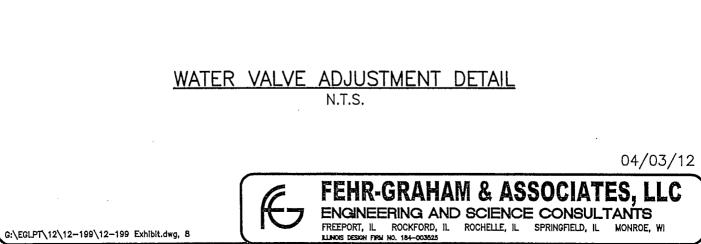
- 1. WATER VALVE BOX SHALL BE ADJUSTED AFTER PAVING IS COMPLETED.
- 2. SAW CUT SQUARE OPENING SET AT DIAGONAL, WITH POINTS OF DIAGONAL ABOUT 1.5' MINIMUM FROM EDGE OF WATER VALVE BOX.
- 3. REMOVE PAVEMENT MATERIAL AND ADJUST WATER VALVE BOX TO WITHIN 14" TO 3/8" OF TOP OF NEW PAVEMENT IF STRING IS PULLED FROM POINT A TO B. CHECK C TO D WITH STRING FOR POTENTIAL CONFLICT AND ADJUST AS NEEDED.
- 4. PRIOR TO PLACEMENT OF CONCRETE MAKE SURE THE BASE IS COMPACTED SUFFICIENTLY & OUTSIDE EDGE OF OPENING HAS VERTICAL WALLS.
- 5. FILL VOID WITH MINIMUM OF 10" OF CONCRETE, THIS WORK SHALL MEET THE REQUIREMENTS OF ARTICLE 442.02 NOTE #1 AND ARTICLE 701.17(e)(2)&(3). 6. TROWEL OFF CONCRETE FLUSH WITH NEW PAVEMENT AND BROOM FINISH. WATER VALVE BOX FRAME SHALL
- BE RECESSED FROM CONCRETE NO MORE THAN 3/8". 7. WATER VALVE BOX ADJUSTMENT MAY BE ACCOMPLISHED BY RAISING TOP SECTION OR BY PLACEMENT OF RISER RING. THIS WORK SHALL CONFORM TO SECTION 602 OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", LATEST EDITION. THE WORK SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER EACH FOR WATER VALVES TO BE ADJUSTED.
- 8. THE CONTRACTOR SHALL ALSO MARK THE LOCATION OF EACH VALVE PRIOR TO PAVING ALONG THE EDGE OF THE PAVEMENT OR CURB WITH A LATH AND OR PAINT MARKS SO THAT IT CAN BE READILY FOUND. THE ABOVE WORK SHALL BE INCIDENTAL TO THE WATER VALVE ADJUSTMENT.

#### NOTE:

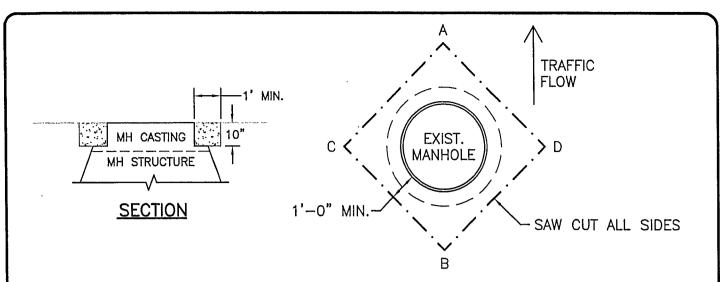
IF AN ADJUSTING RING IS USED DURING THE PAVING OPERATION, AND ADJUSTED WATER VALVE BOX MATCHES THE NEW PAVEMENT WITHOUT FURTHER ADJUSTMENT, THEN SAW CUTTING, REMOVAL OF MATERIAL, AND CONCRETE PLACEMENT WILL NOT BE REQUIRED. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO WATER VALVE TO BE ADJUSTED.

### WATER VALVES

IF CASTING IS REMOVED PRIOR TO PAVEMENT GRINDING OR PAVEMENT RE-SURFACING, A GEO TECHNICAL FABRIC SHALL BE PLACED OVER OPENING OF THE WATER VALVE THAT WAS HAMMERED OUT. A PLYWOOD COOKIE AND THE WATER VALVE LID SHALL BE PLACED OVER THE FABRIC AND BACKFILLED WITH GRAVEL. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAN OUT ANY DEBRIS FROM THE VALVE BOX PRIOR TO AND DURING THE ADJUSTMENT OF THE CASTING.



12



- ADJUST MANHOLE AFTER PAVING IS COMPLETED. 1.
- SAW CUT SQUARE OPENING SET AT DIAGONAL, WITH POINTS OF DIAGONAL ABOUT 1.5' FROM EDGE OF MANHOLE. 2.
- REMOVE PAVEMENT MATERIAL AND ADJUST MANHOLE TO WITHIN 1/4" TO 3/8" OF TOP OF NEW PAVEMENT IF 3 STRING IS PULLED FROM POINT A TO B. CHECK C TO D WITH STRING FOR POTENTIAL CONFLICT AND ADJUST AS NEEDED.
- 4. PRIOR TO PLACEMENT OF CONCRETE, MAKE SURE BASE IS COMPACTED SUFFICIENTLY & OUTSIDE EDGE OF OPENING HAS VERTICAL WALLS.
- FILL VOID WITH MINIMUM OF 10" OF CONCRETE, THIS WORK SHALL MEET THE REQUIREMENTS OF ARTICLE 442.02 5. NOTE #1 AND ARTICLE 701.17(e)(2)&(3). TROWEL OFF CONCRETE FLUSH WITH NEW PAVEMENT AND BROOM FINISH. MANHOLE FRAME SHALL BE RECESSED
- 6. FROM CONCRETE NO MORE THAN 3/8".
- IF MANHOLE FRAME AND LID IS WITHIN 2" OF FINAL ADJUSTMENT, AN ADJUSTING RING MAY BE USED INSTEAD OF 7. COMPLETE REMOVAL OF CASTING AND ADJUSTMENT. THIS WORK SHALL CONFORM TO SECTION 602 OF THE "STANDARD SPECIFICATIONS FOR ROAD AND ADJUSTMENT. THIS WORK SHALL CUNFORM TO SECTION 602 OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", LATEST EDITION. THE WORK SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER EACH FOR MANHOLE TO BE ADJUSTED, WHICH SHALL INCLUDE SAW CUTTING, REMOVAL OF MATERIAL, RISER RING, AND PLACEMENT OF CONCRETE. IF MANHOLE FRAME AND LID REQUIRES AN ADJUSTMENT OF GREATER THAN 2", THEN REMOVAL OF CASTING AND LID SHALL BE REQUIRED WITH NEEDED ADJUSTMENT AS PER SECTION 602 OF THE "STANDARD SPECIFICATIONS FOR DOAD AND REIDED CONSTRUCTION IN ILLINOIS", LATEST EDITION, THE WORK SHALL BE ADJUSTMENT OF GREATER THAN 2.", THEN REMOVAL OF CASTING AND LID SHALL BE REQUIRED WITH NEEDED ADJUSTMENT AS PER SECTION 602 OF THE "STANDARD SPECIFICATIONS
- 8. FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", LATEST EDITION. THE WORK SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER EACH FOR MANHOLES TO BE ADJUSTED, WHICH SHALL INCLUDE SAW CUTTING, REMOVAL OF MATERIAL, ADJUSTMENT OF MANHOLE FRAME AND LID AND CONCRETE PLACEMENT. THE CONTRACTOR SHALL ALSO MARK THE LOCATION OF EACH MANHOLE PRIOR TO PAVING ALONG THE EDGE OF THE PAVEMENT OR CURB WITH A LATH AND OR PAINT MARKS SO THAT IT CAN BE READILY FOUND. THE ABOVE
- 9 WORK SHALL BE INCIDENTAL TO THE MANHOLE ADJUSTMENT.

#### NOTE:

IF DURING THE PAVING OPERATION AN ADJUSTING RING IS USED AND ADJUSTED MANHOLE MATCHES THE NEW PAVEMENT, THEN SAW CUTTING, REMOVAL OF MATERIAL AND CONCRETE PLACEMENT WILL NOT BE REQUIRED. THIS WORK SHALL BE INCIDENTAL AND SHALL BE CONSIDERED A PART OF THE MANHOLE TO BE ADJUSTED. THIS WORK SHALL CONFORM TO SECTION 602 OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", LATEST EDITION. IF ABOVE WORK DOES NOT MEET GUIDELINES OF ITEM 3 AND 5 AFTER ROLLING OF PAVEMENT, THEN SAW CUTTING AND ADJUSTMENT WILL BE REQUIRED AS PER INSTRUCTIONS ABOVE.

#### MANHOLES

IF CASTING IS REMOVED PRIOR TO PAVEMENT GRINDING OR PAVEMENT RE-SURFACING, A GEO TECHNICAL FABRIC SHALL BE PLACED OVER OPENING OF THE MANHOLE THAT WAS HAMMERED OUT. A PLYWOOD COOKIE AND THE MANHOLE LID SHALL BE PLACED OVER THE FABRIC AND BACKFILLED WITH GRAVEL. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAN OUT ANY DEBRIS FROM WITHIN THE MANHOLE PRIOR TO AND DURING THE ADJUSTMENT OF THE CASTING.



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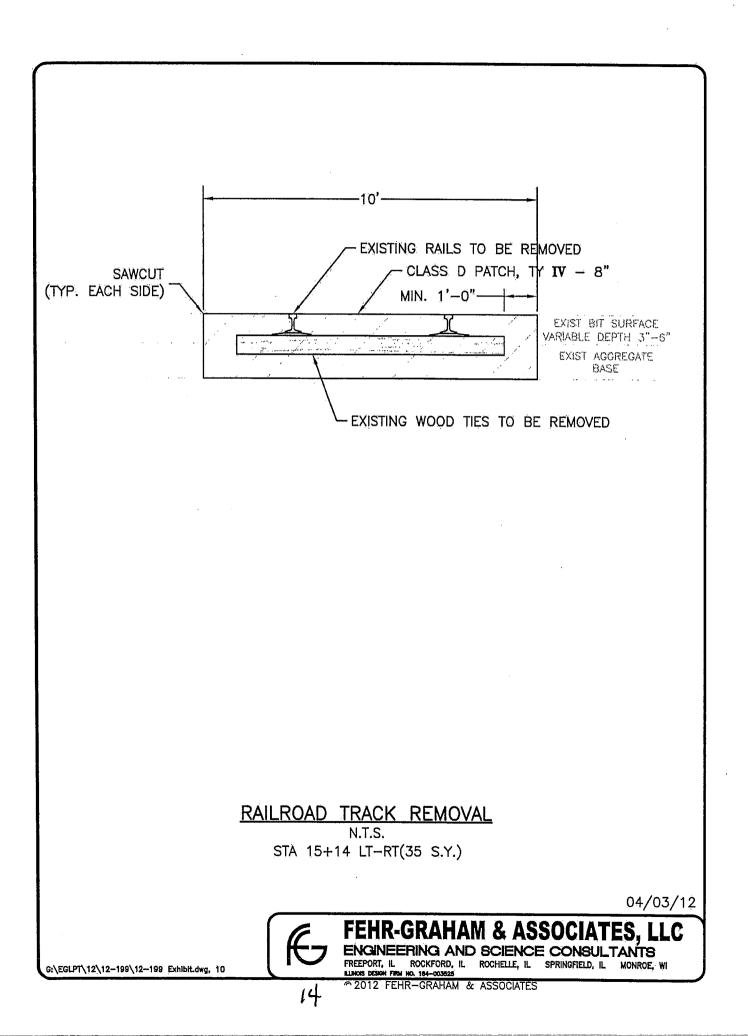
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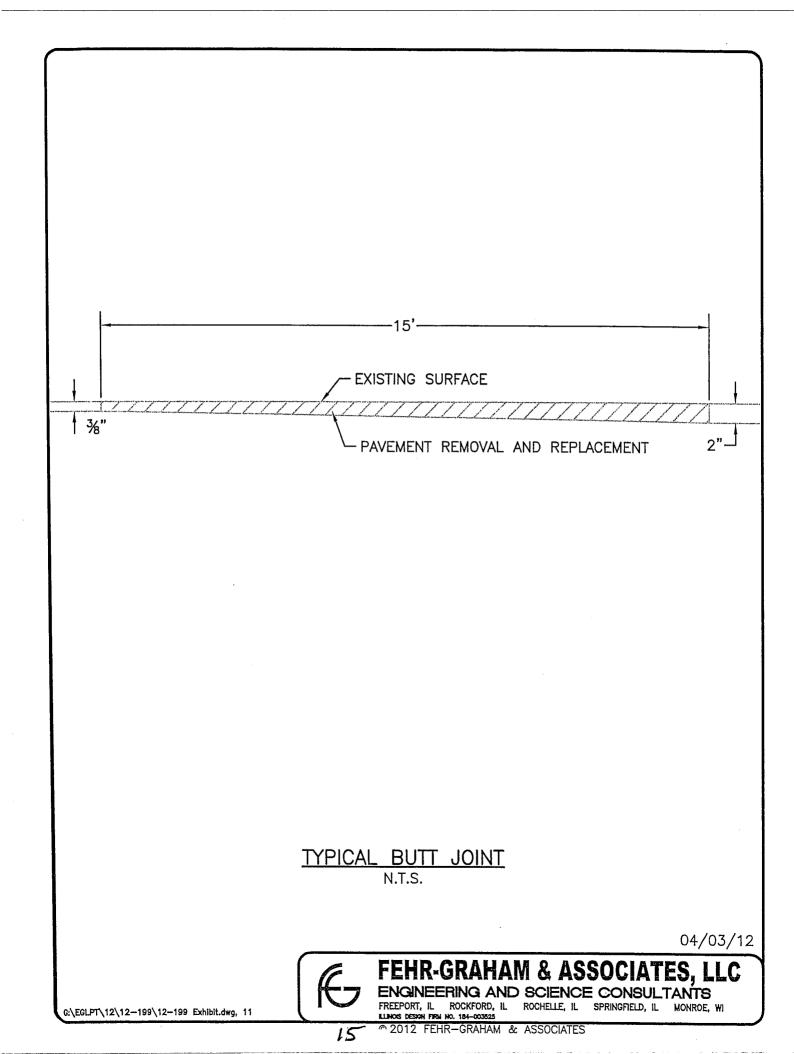
FEHR-GRAHAM & ASSOCIATES, LLC ENGINEERING AND SCIENCE CONSULTANTS

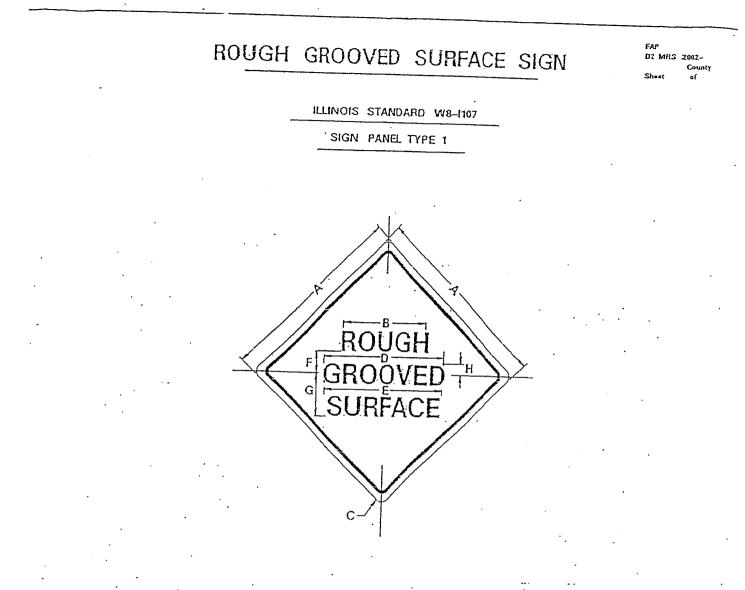
FREEPORT, IL ROCKFORD, IL ROCHELLE, IL SPRINGFIELD, IL

04/03/12

MONROE, WI







#### COLOR: LEGEND AND BORDER - BLACK NON-RELFLECTIVE BACKGROUND - ORANGE REFLECTORIZED

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ALL DIMENSIONS IN INCHES.

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### GENERAL NOTES

SIGN PANELS AND FACE MATERIALS SHALL BE ACCORDING TO SECTION 720 OF THE STANDARD SPECIFICATIONS. METAL POSTS SHALL BE IN ACCORDANCE WITH STD. 720011.

ALL MOUNTING HARDWARE SHALL BE ALUMINUM. STAINLESS STEEL ZINC OR CADMIUM PLATED STEEL AND SHALL BE INCIDENTAL TO THE COST OF THE INSTALLATION. . . .

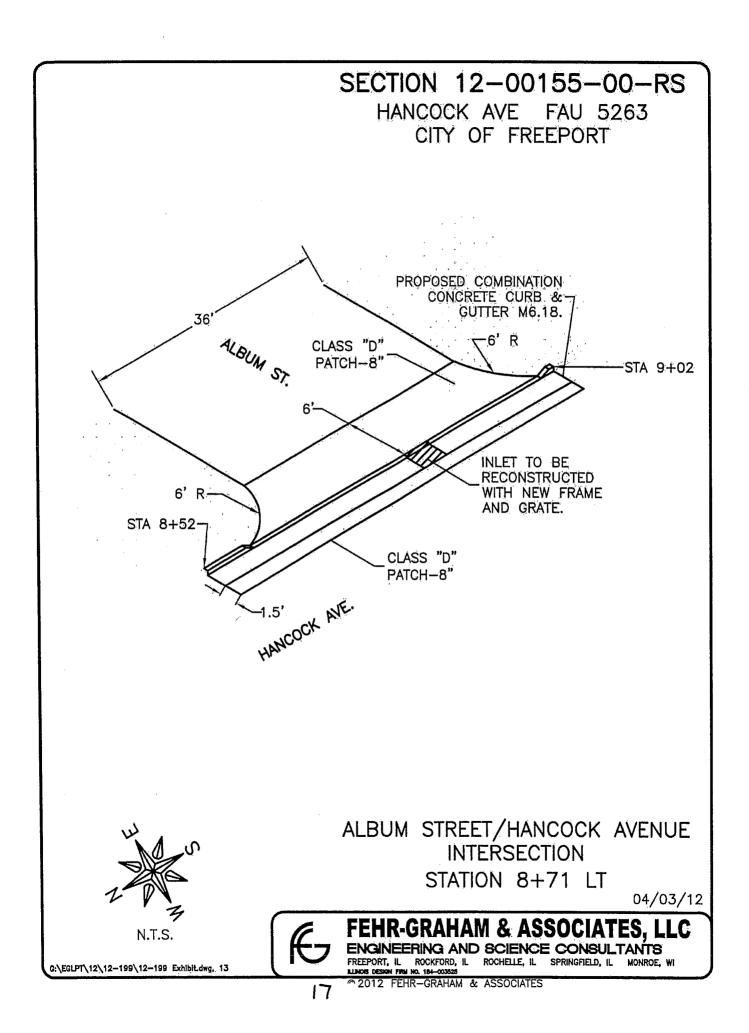
ALL DIMENSIONS ARE IN MILLIMETERS. (INCHES). UNLESS OTHERWISE NOTED.

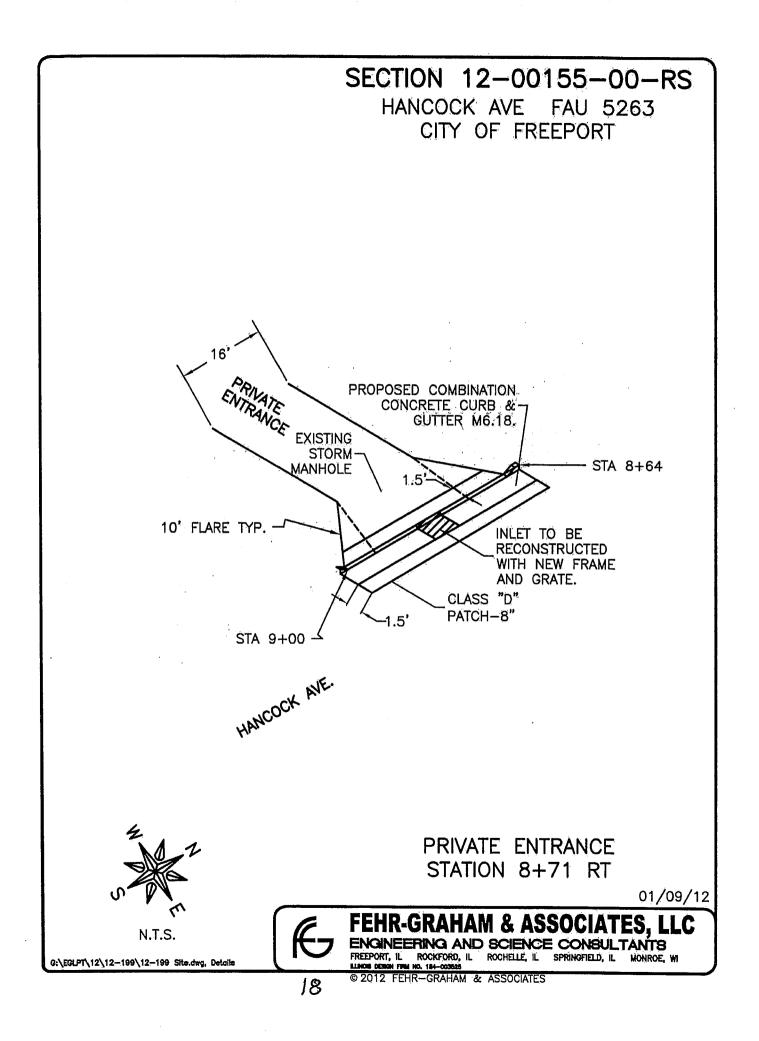
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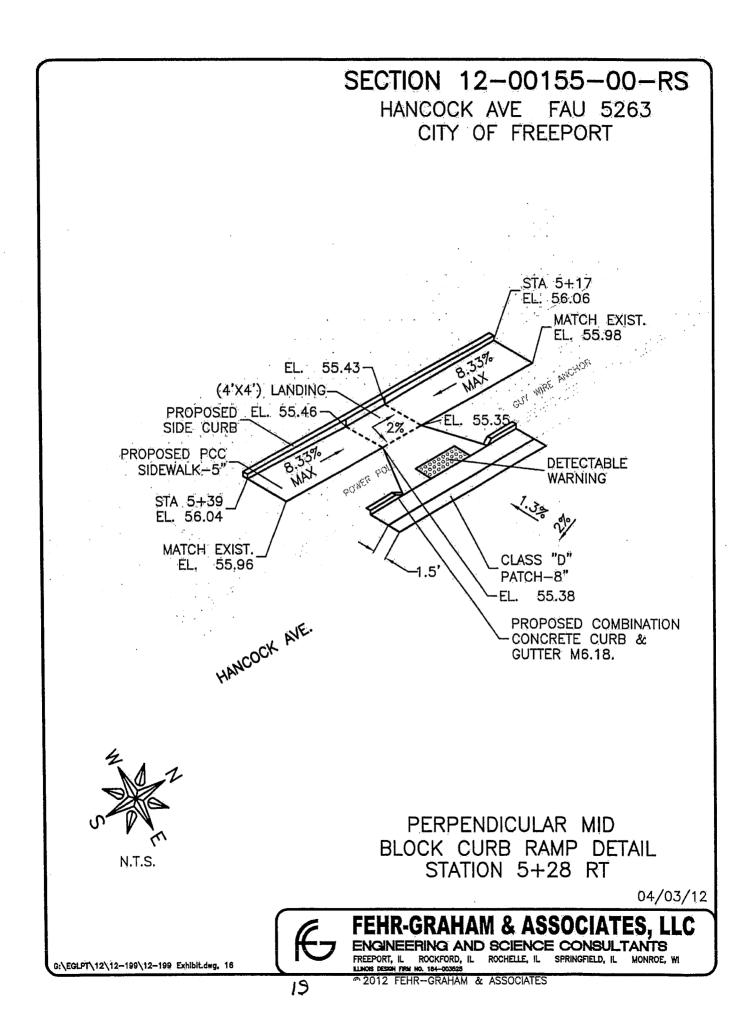
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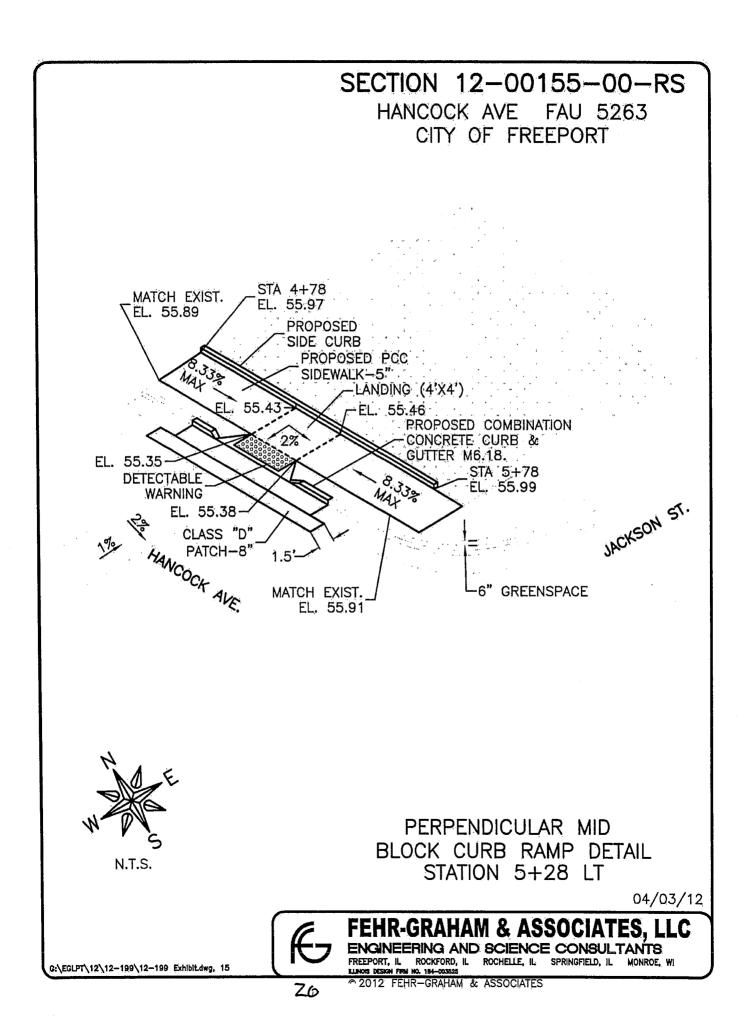
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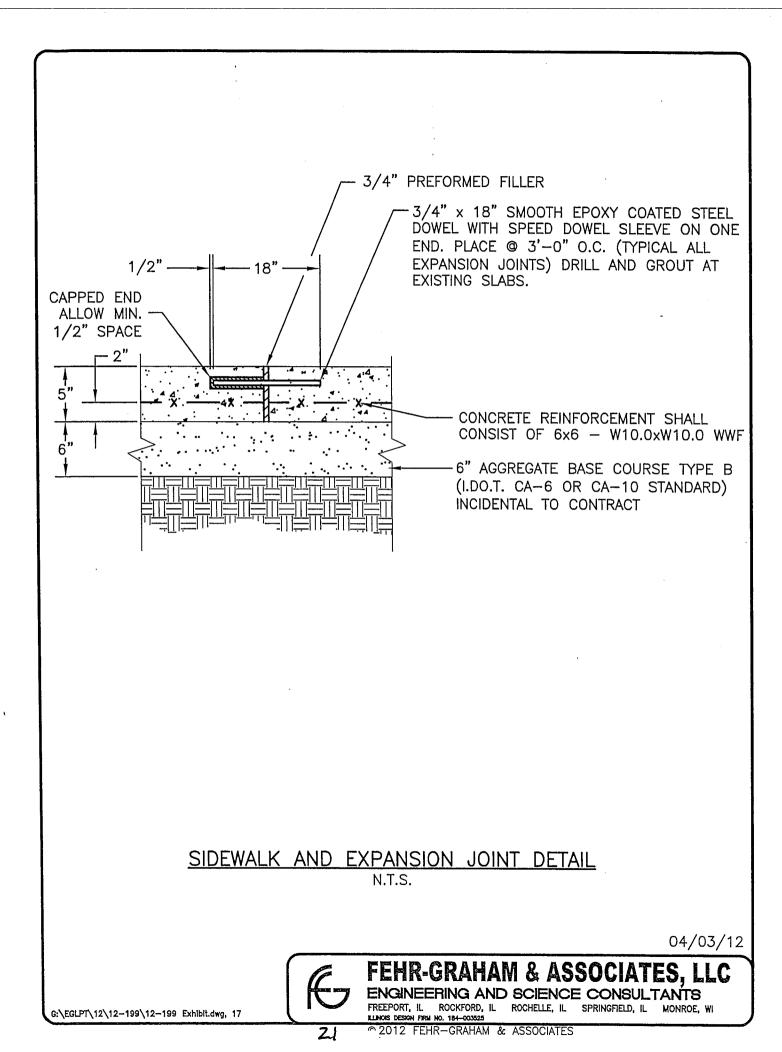
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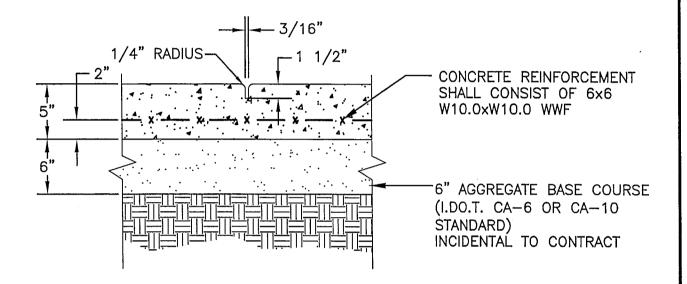












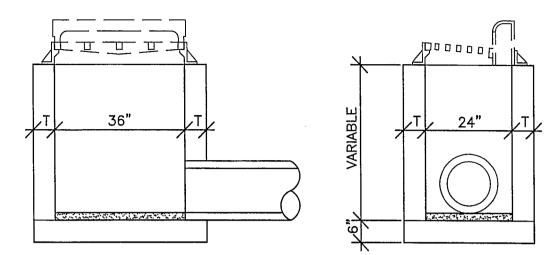
# TOOLED JOINT DETAIL N.T.S.

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FRONT ELEVATION

SIDE ELEVATION

MATERIALS	Т
MONOLITHIC CONCRETE	6"

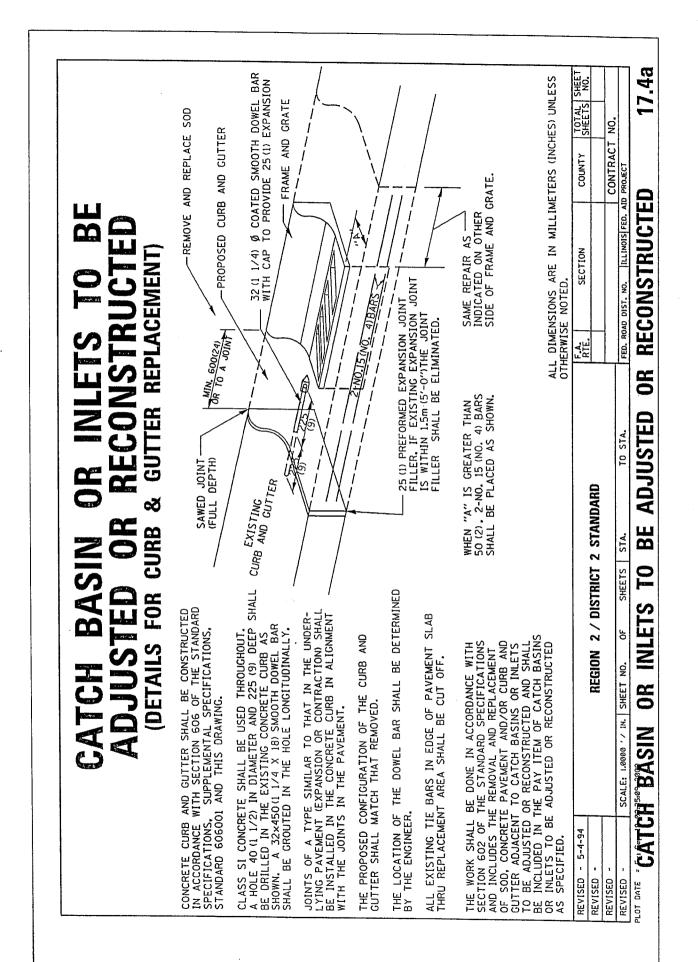
# NOTE: THE BOTTOM SHALL BE CONSTRUCTED WITH CLASS SI CONCRETE.

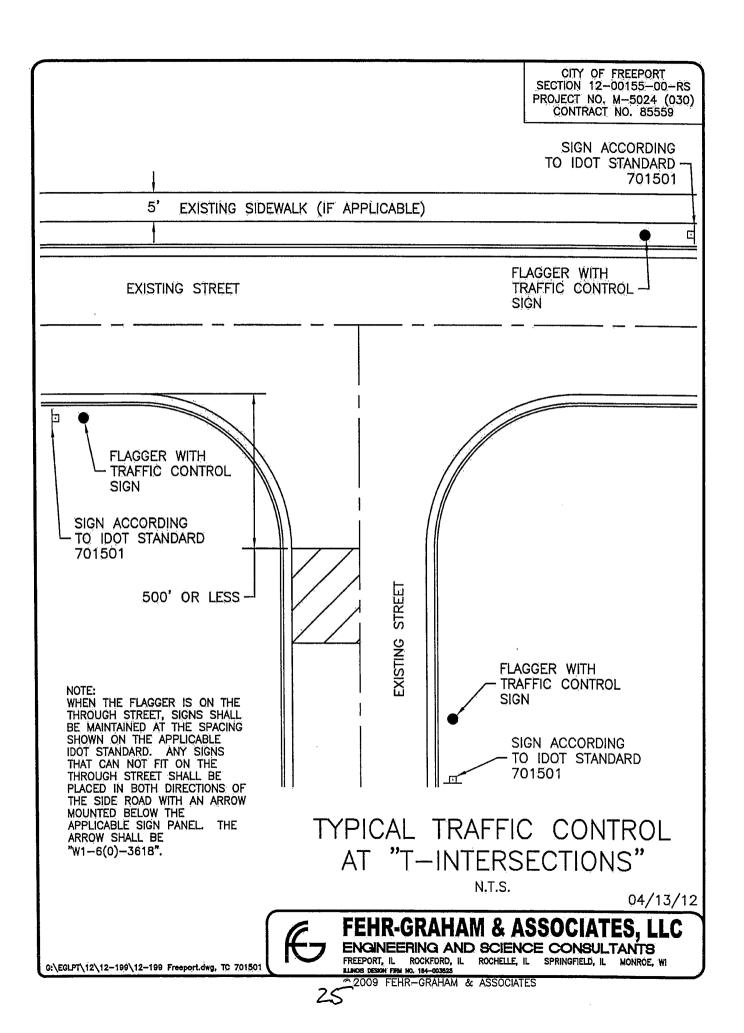
INLET BOTTOM SHALL BE SLOPED 1" PER FOOT TO OUTLET PIPE.

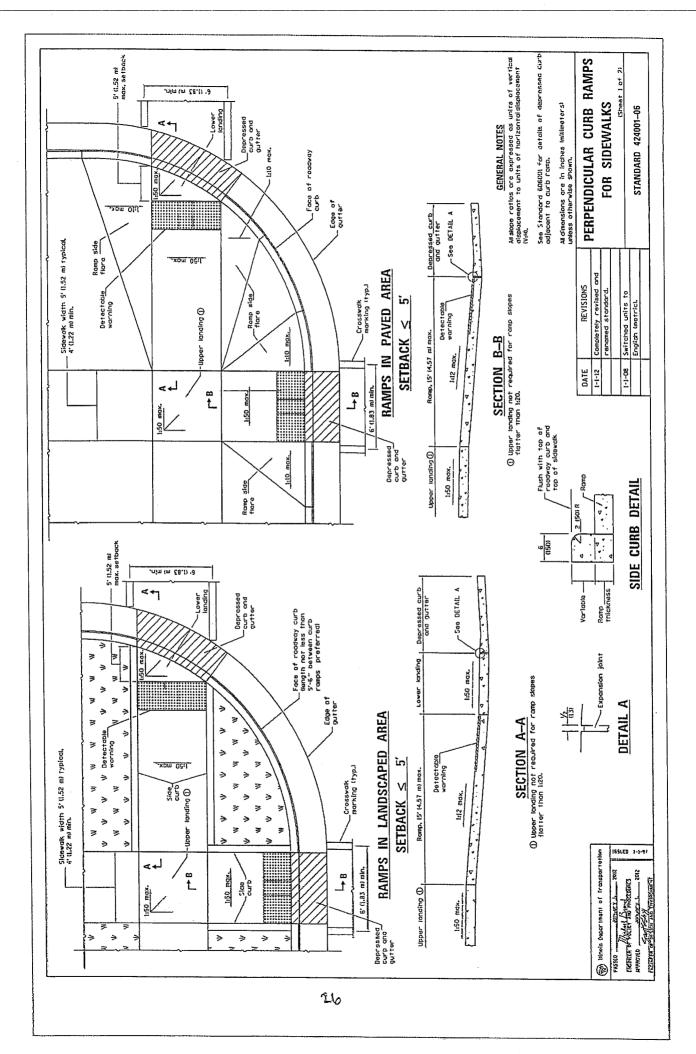
THE INLET SHALL BE FURNISHED WITH A FRAME AND GRATE CURB TYPE NEENAH R-3246 TYPE L GRATE OR FOR DRIVEWAY INSTALLATION NEENAH R-3290-A TYPE C GRATE.

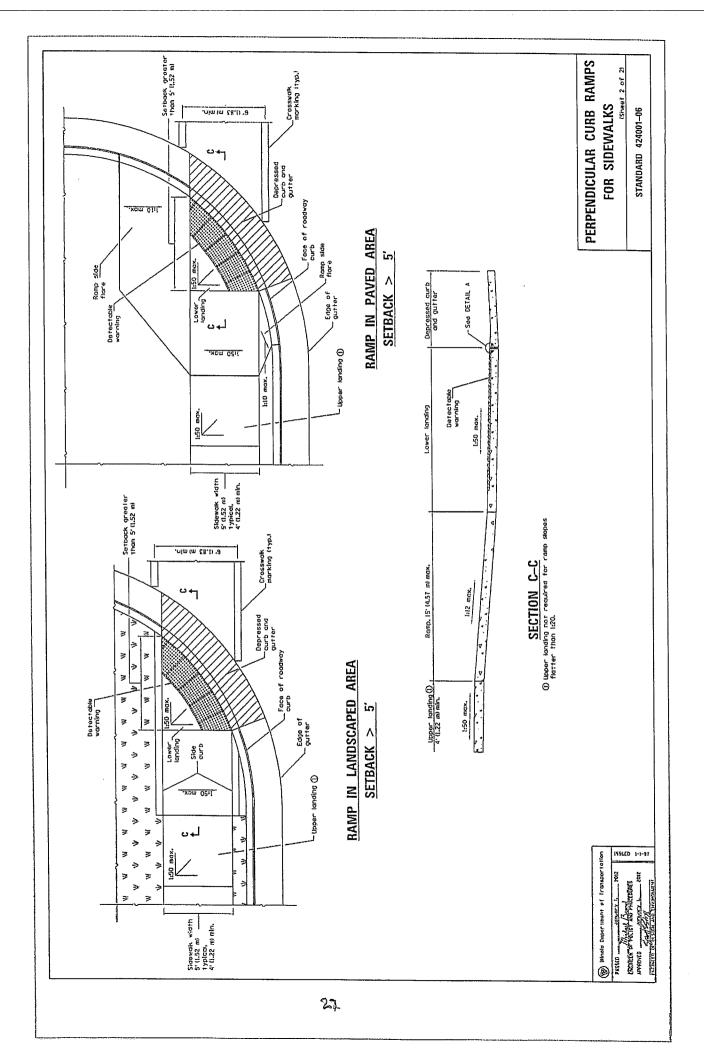
COST OF FURNISHING AND SETTING TO BE INCLUDED IN THE CONTRACT UNIT PRICE FOR INLET.

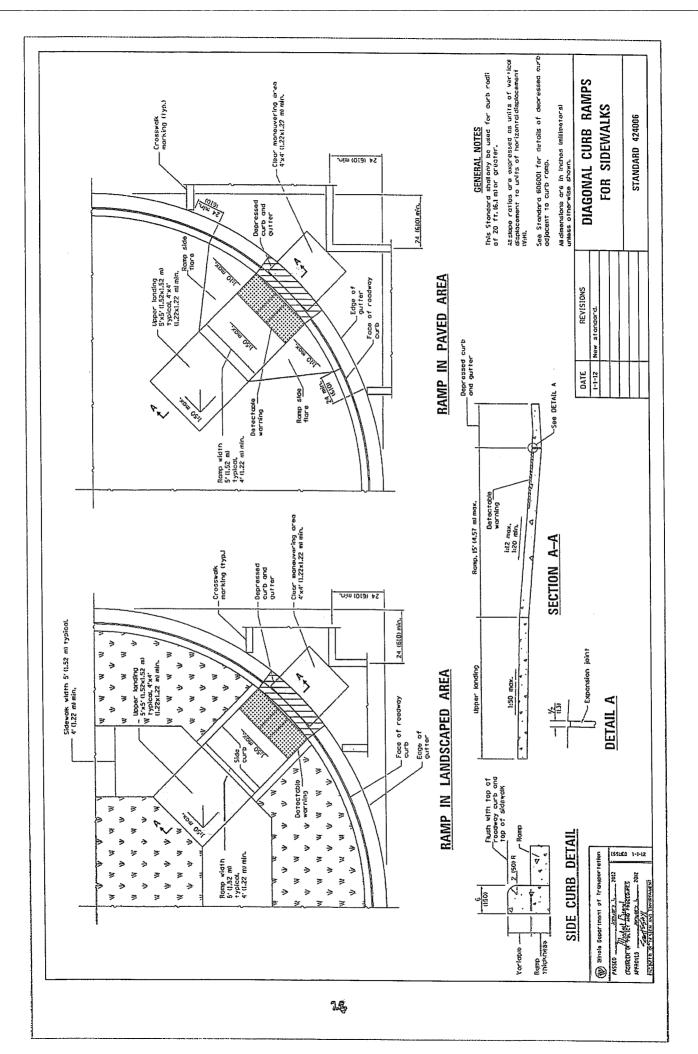


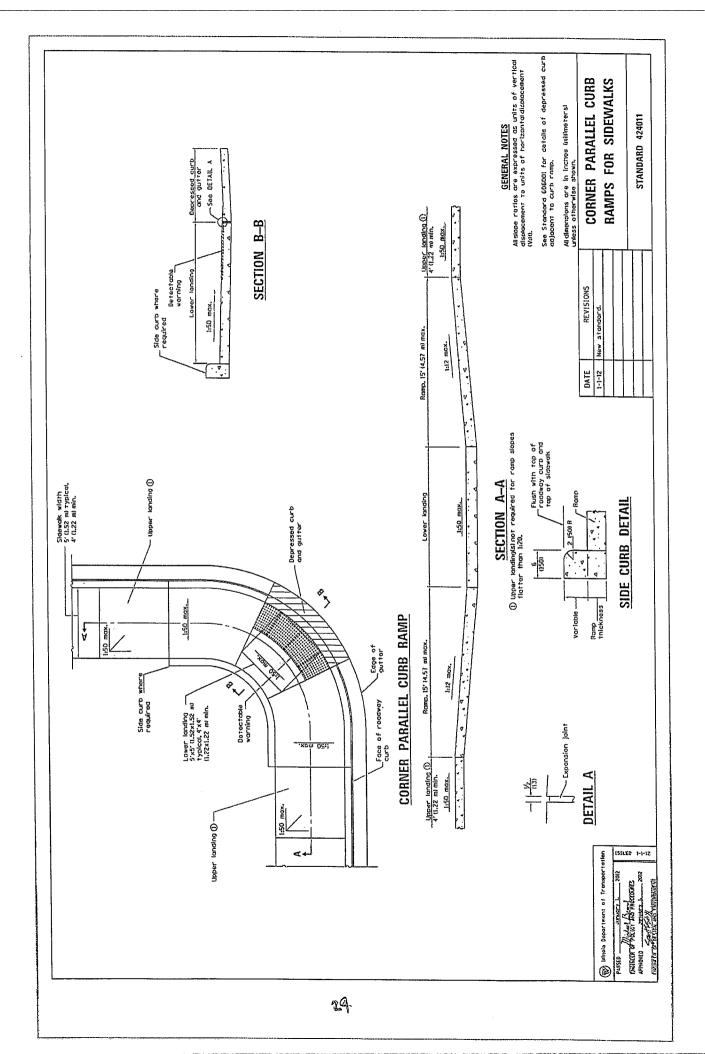


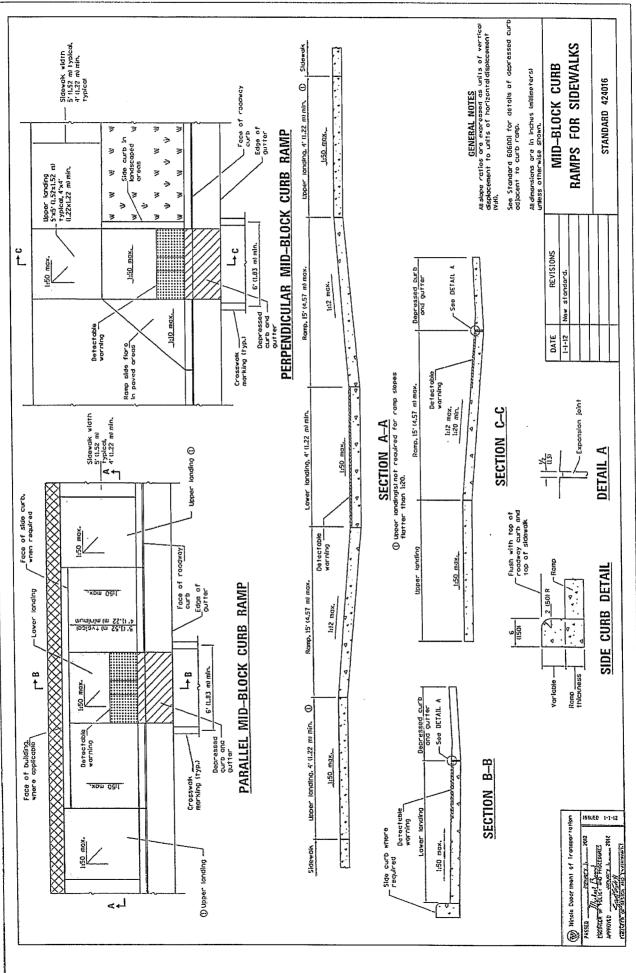


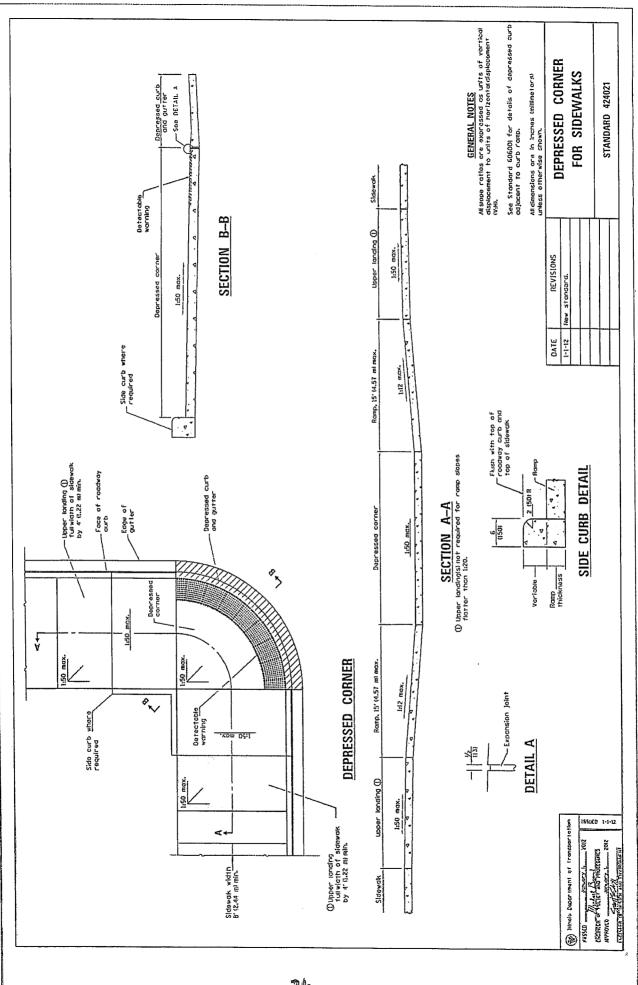






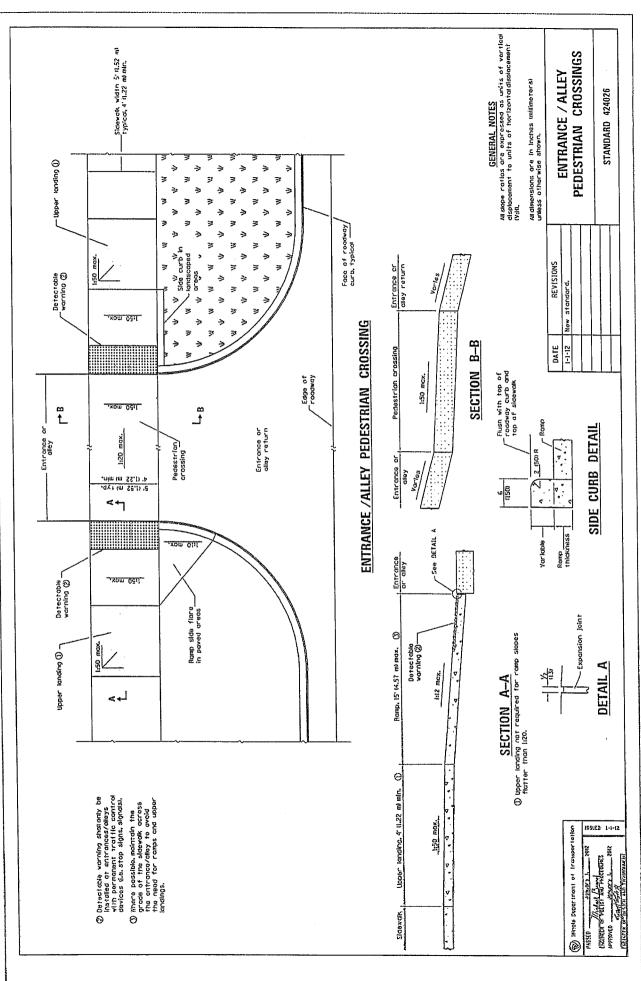


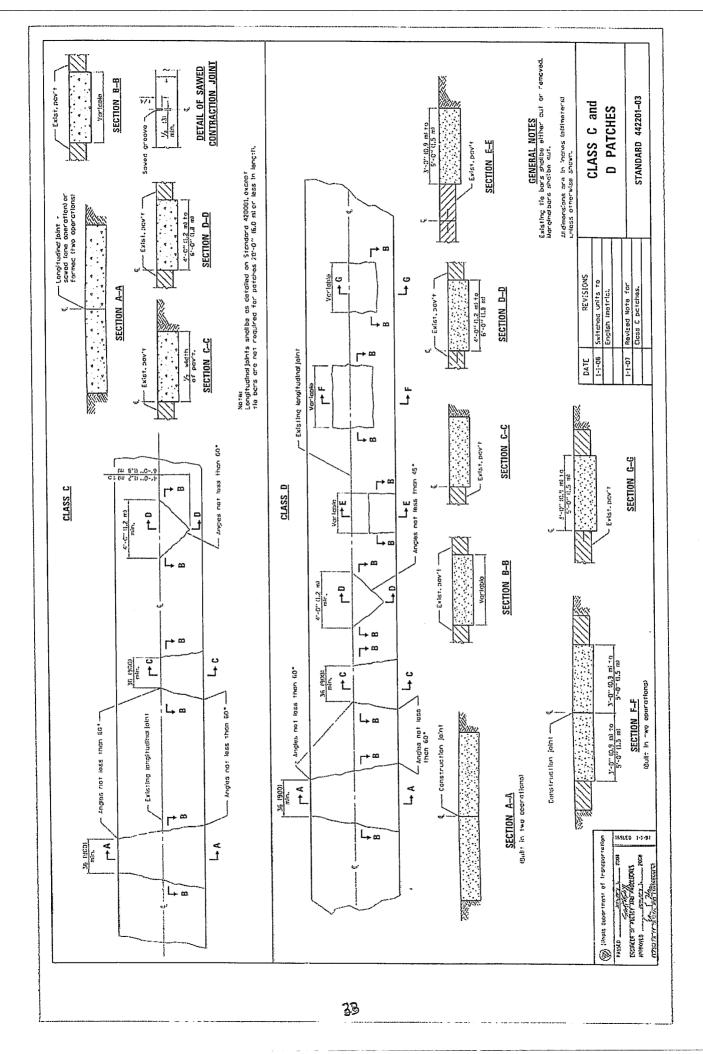


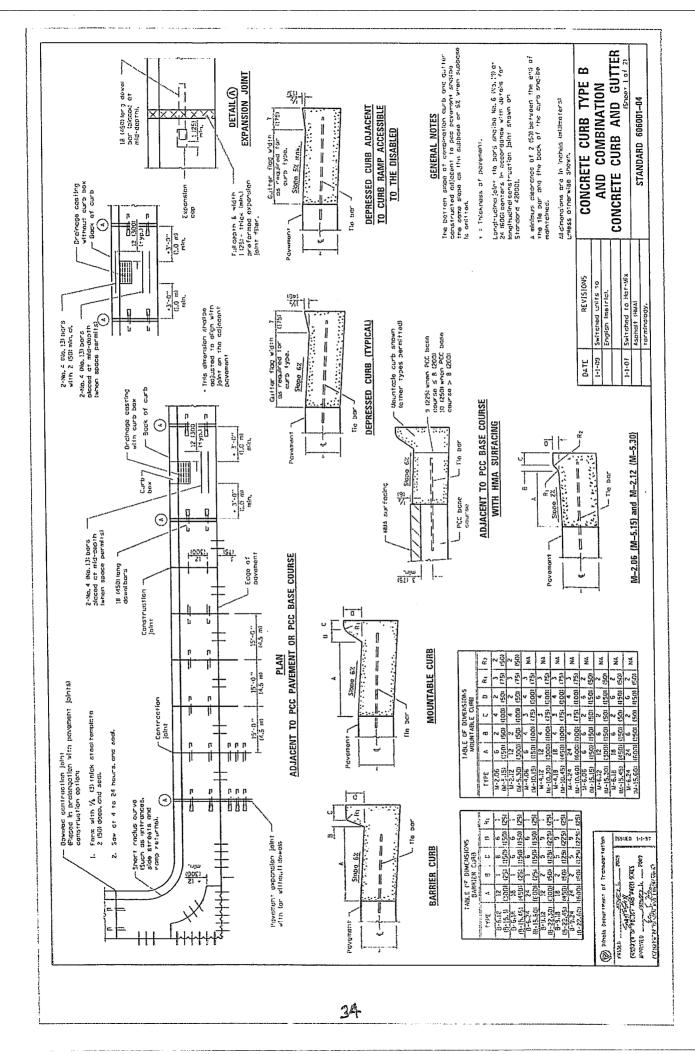


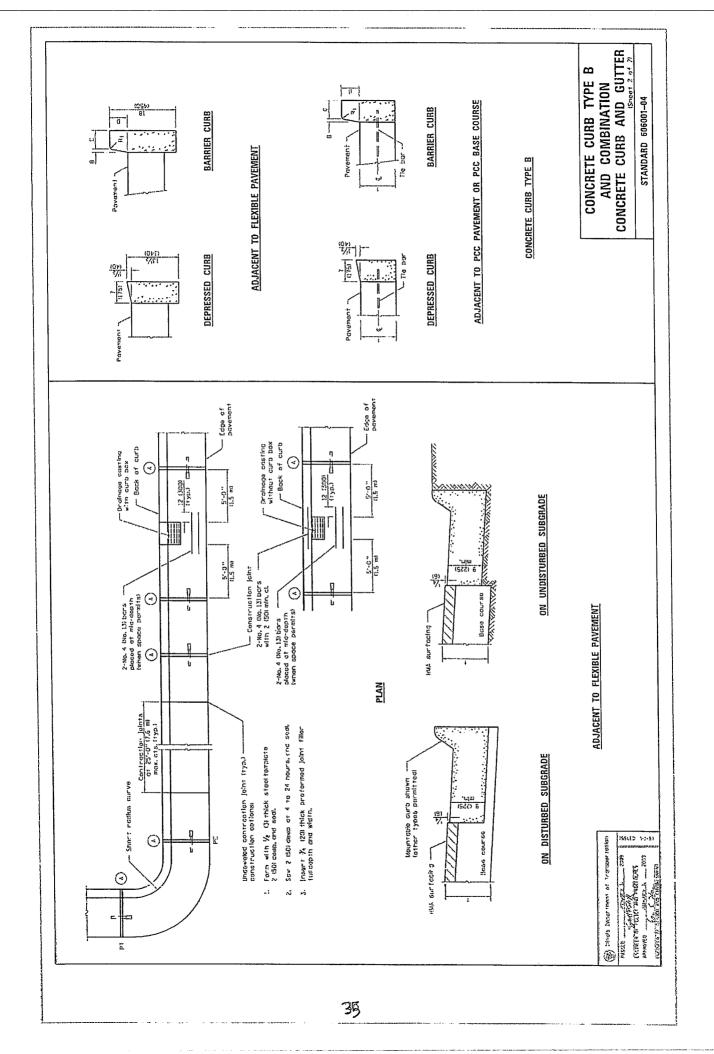
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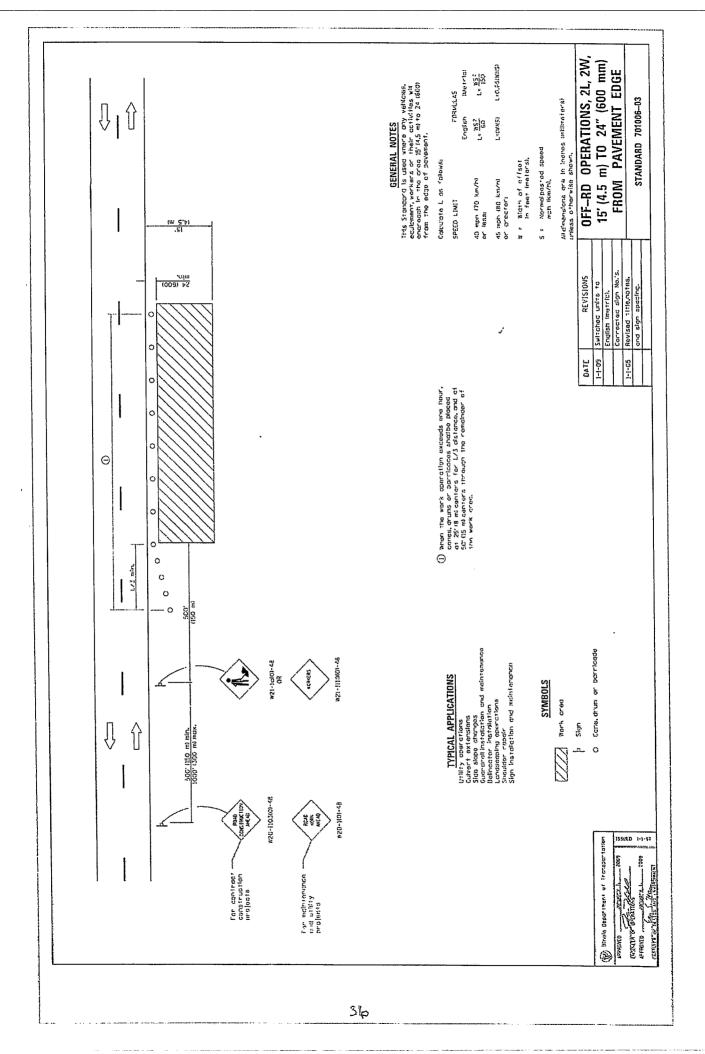
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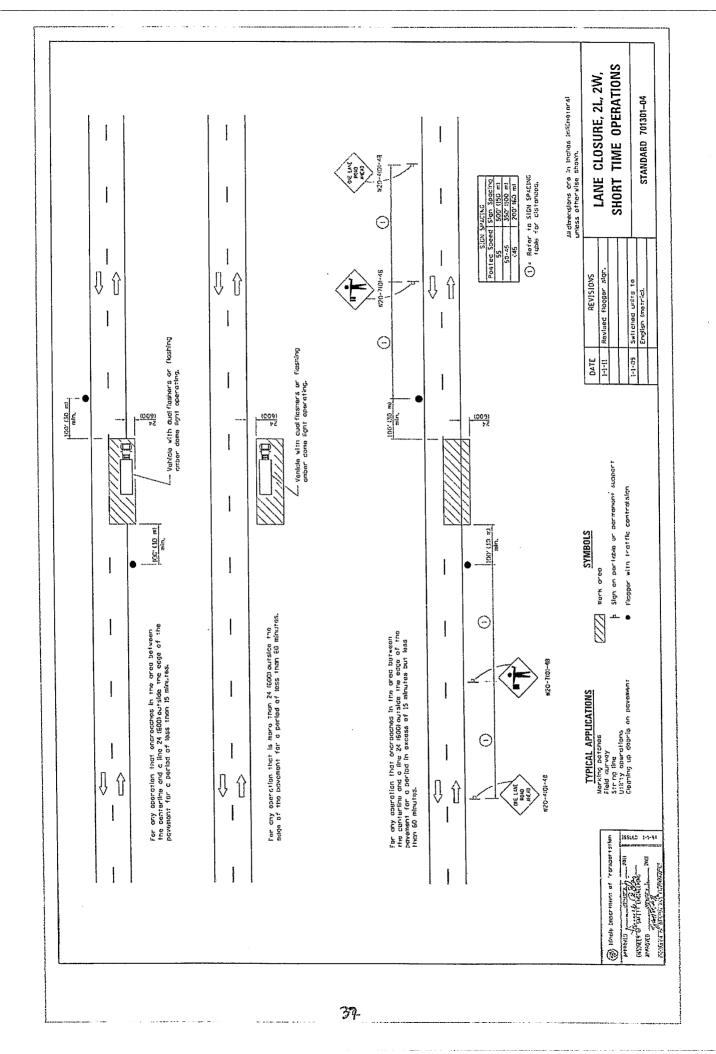


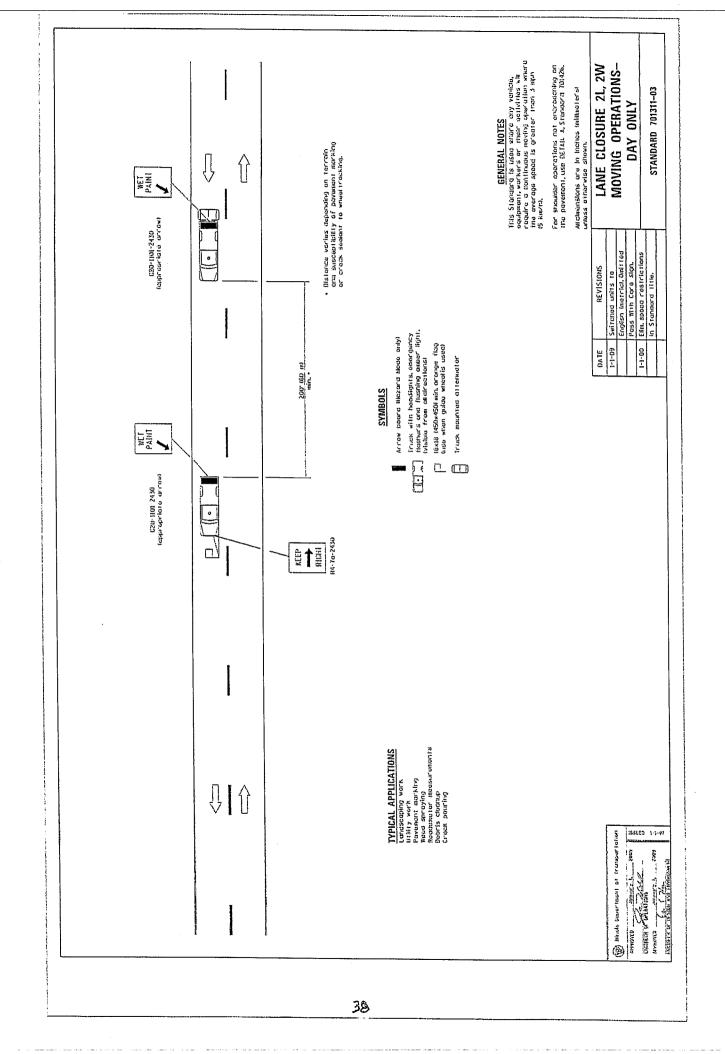


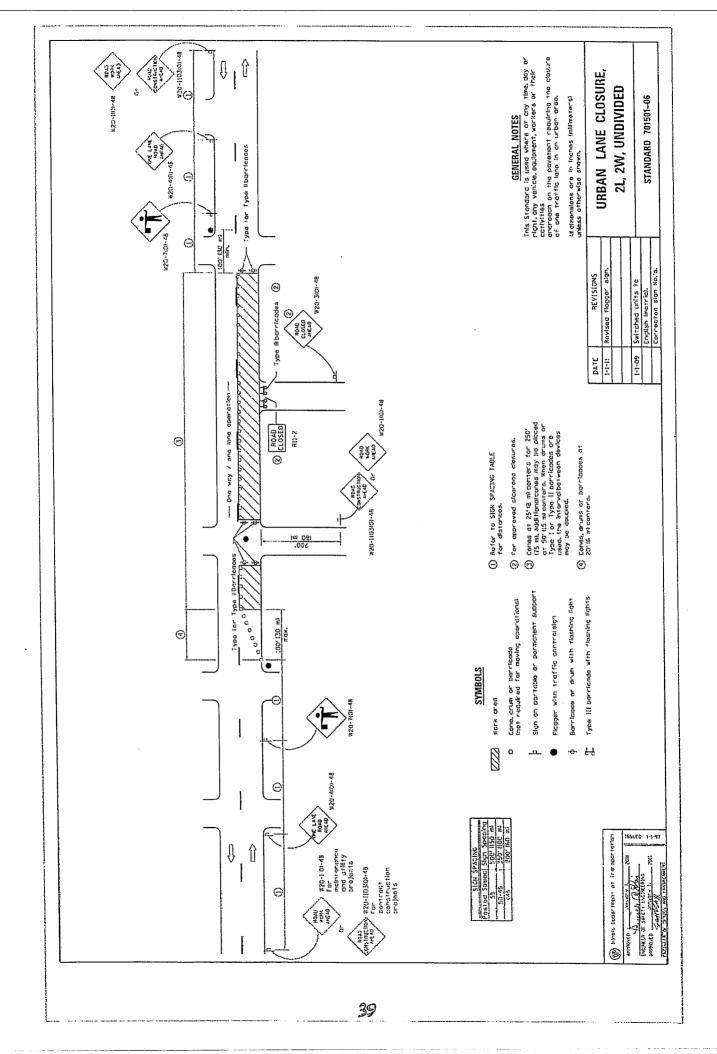


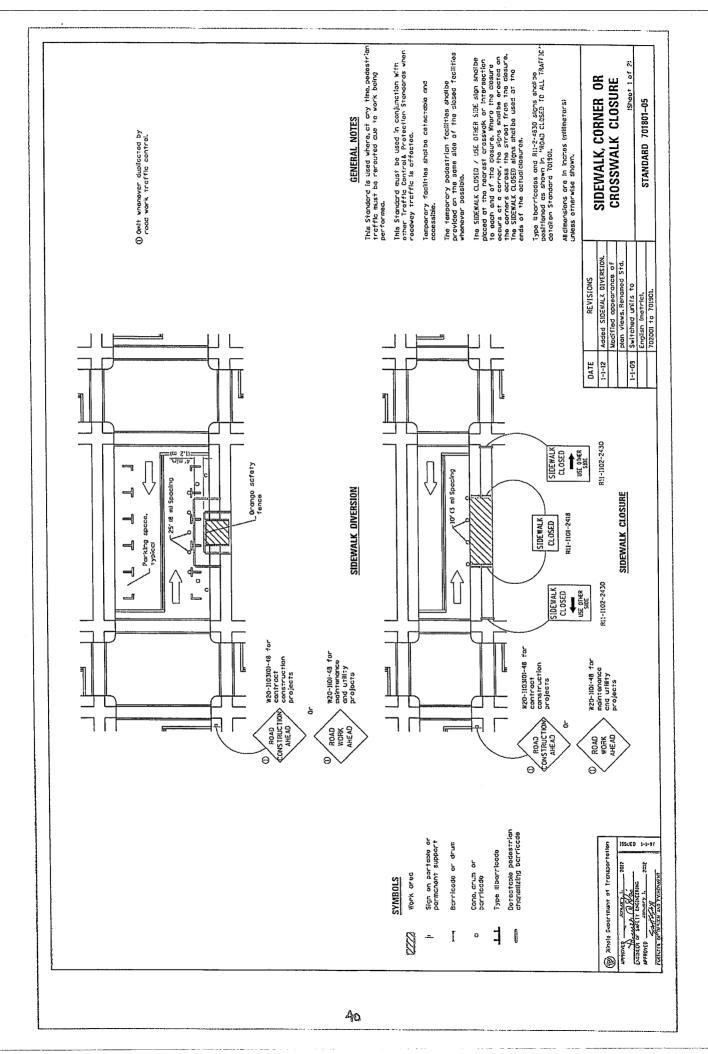


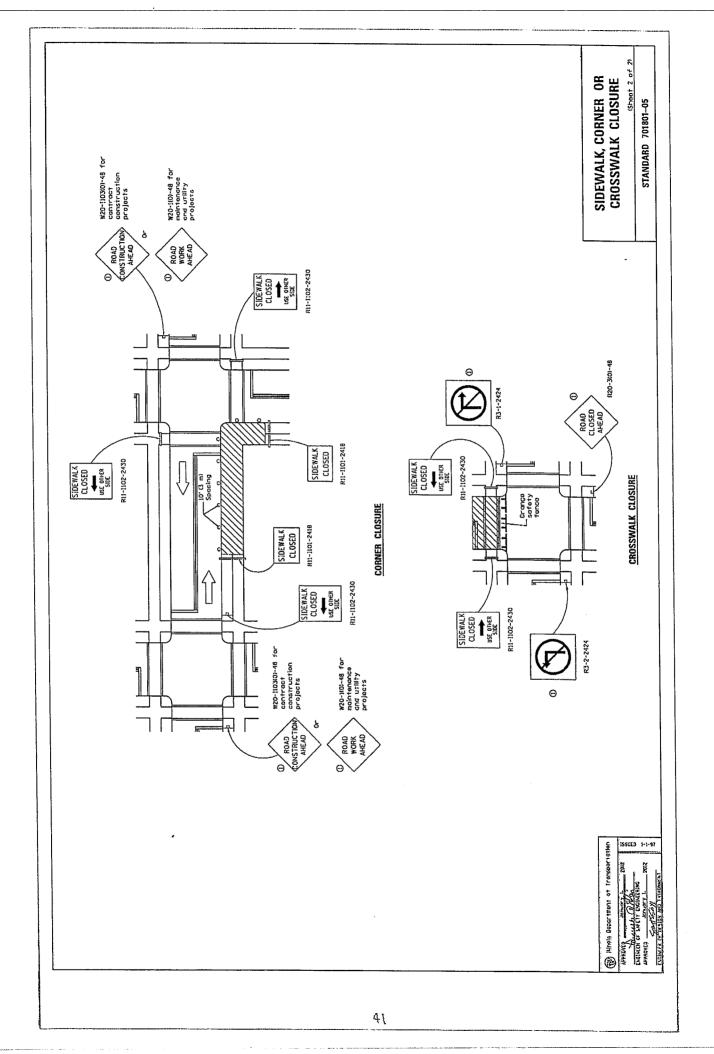


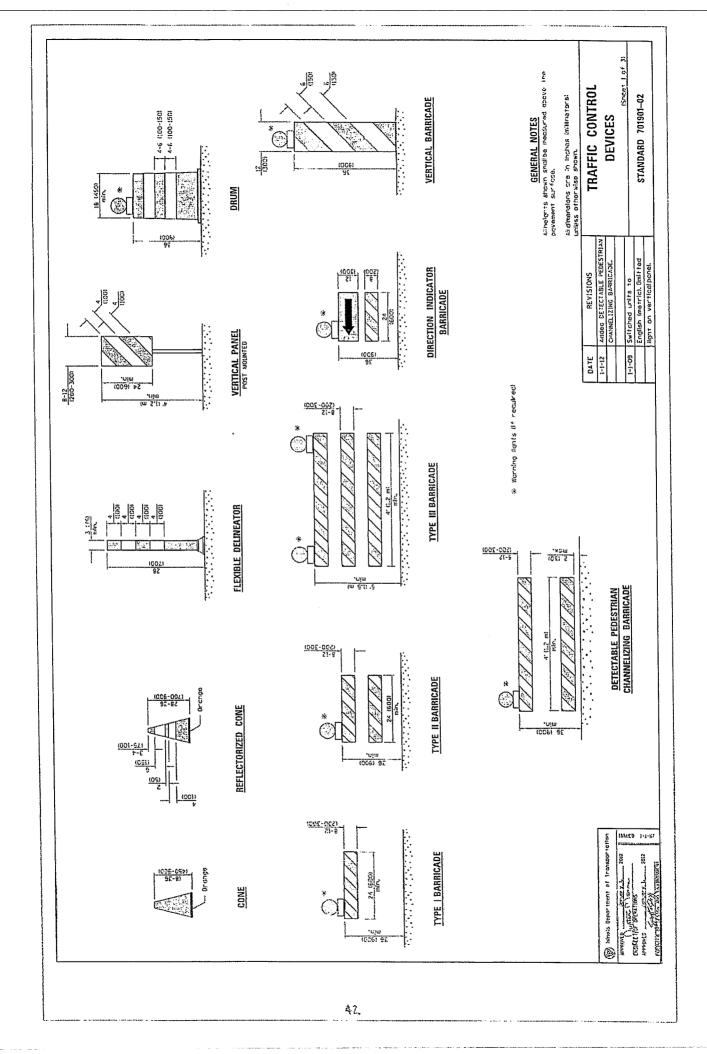


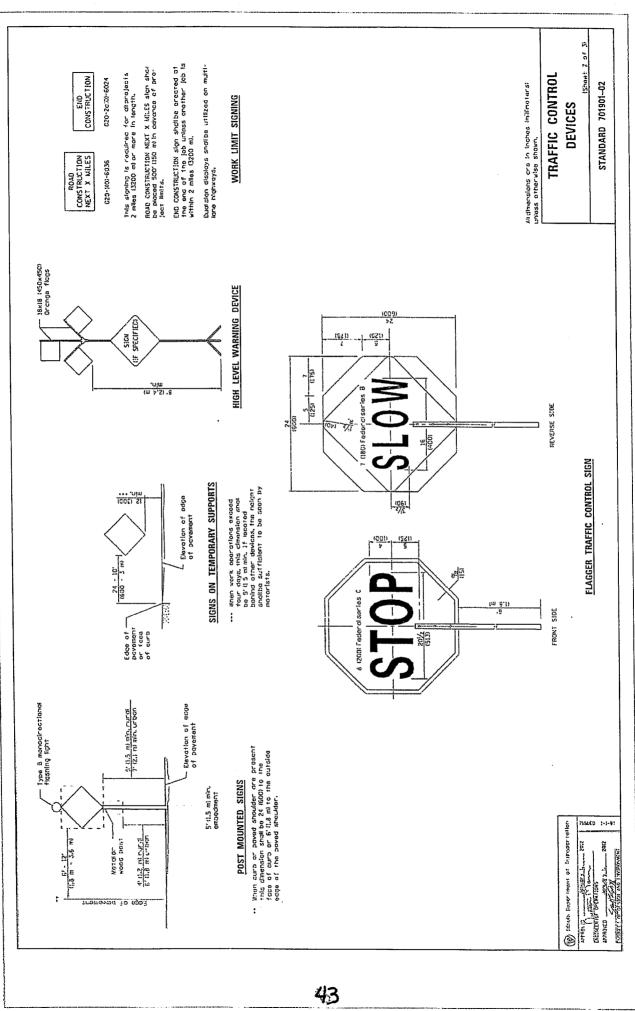


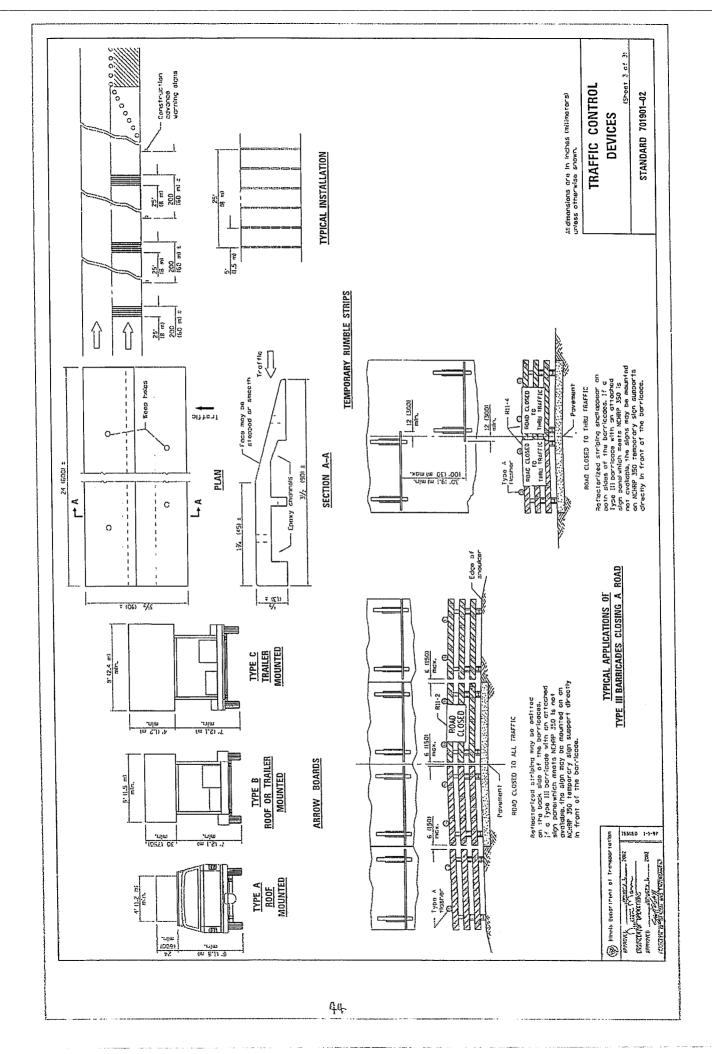


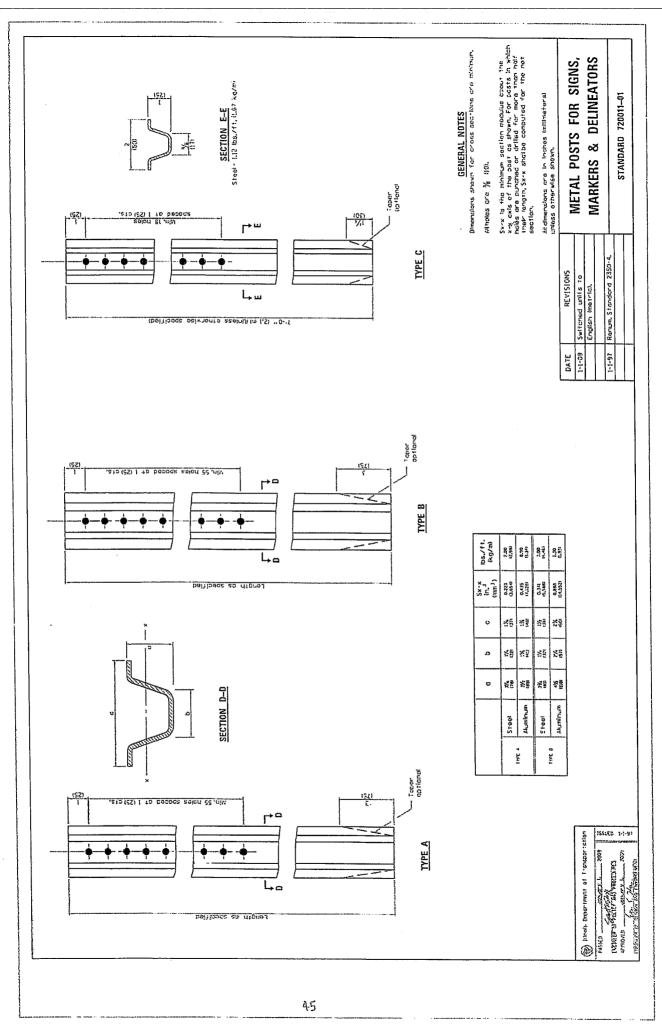




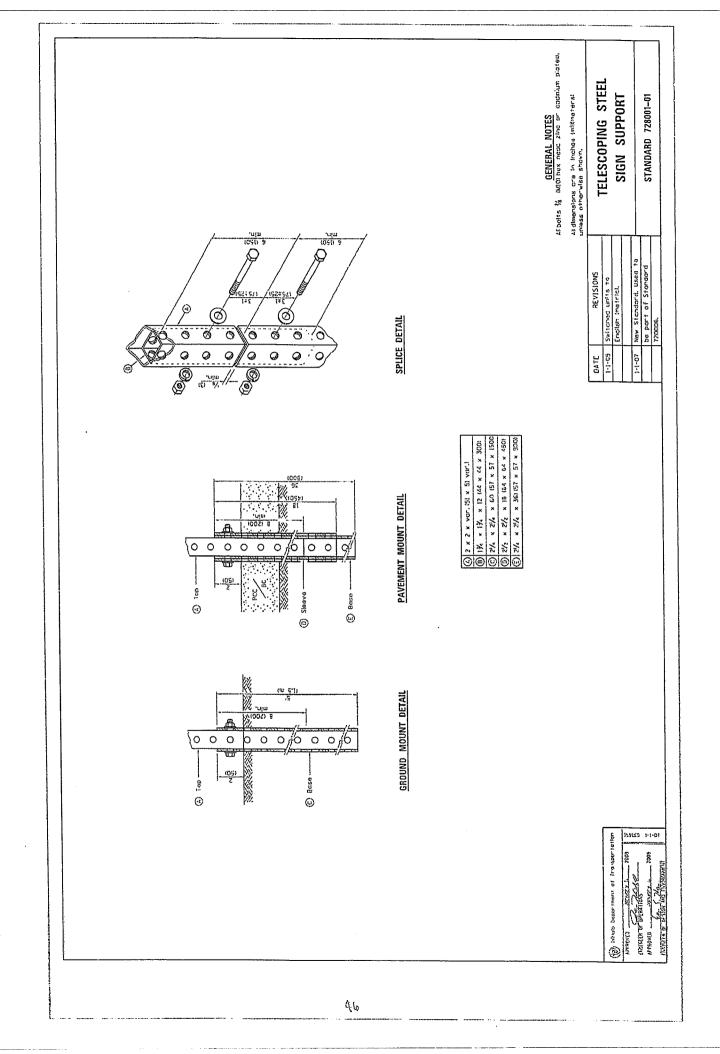


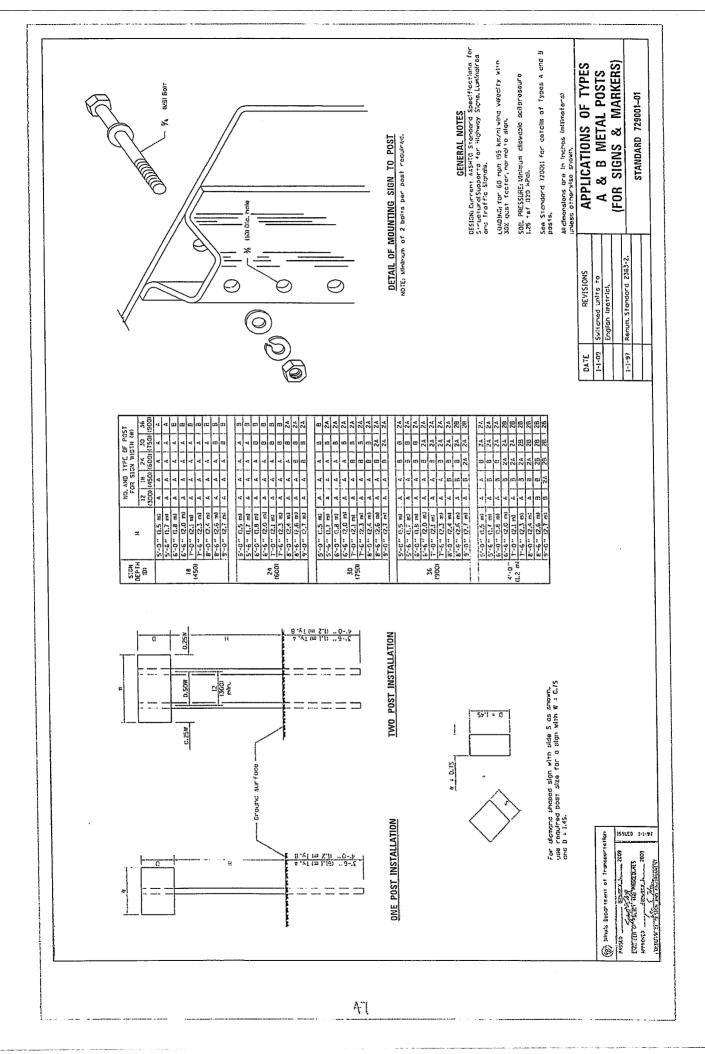


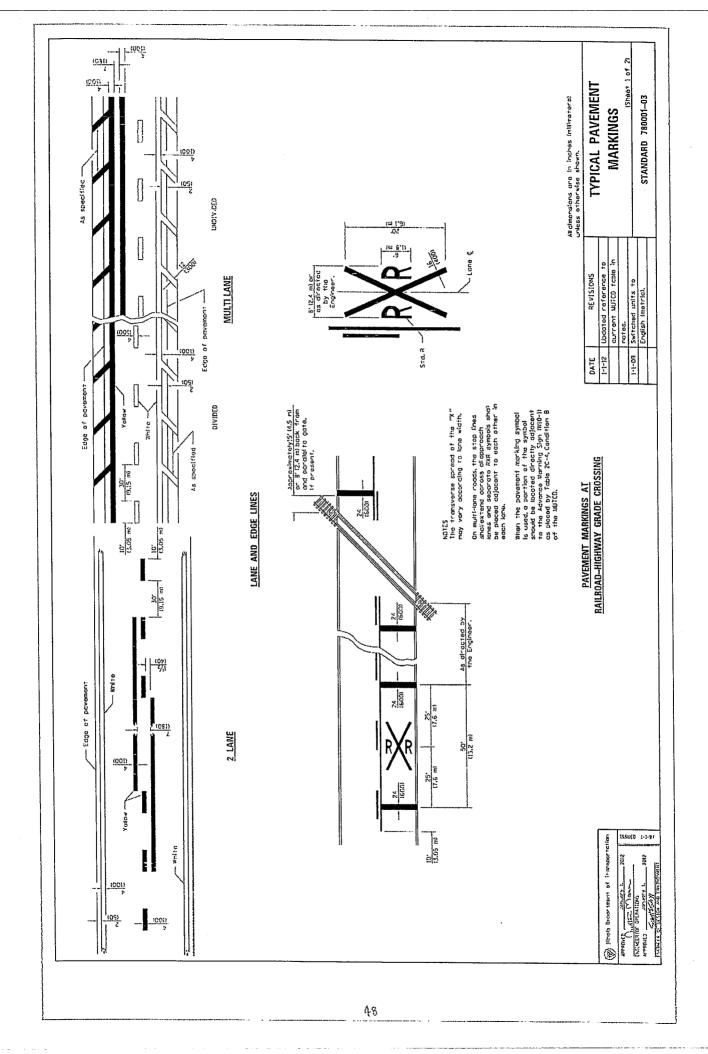


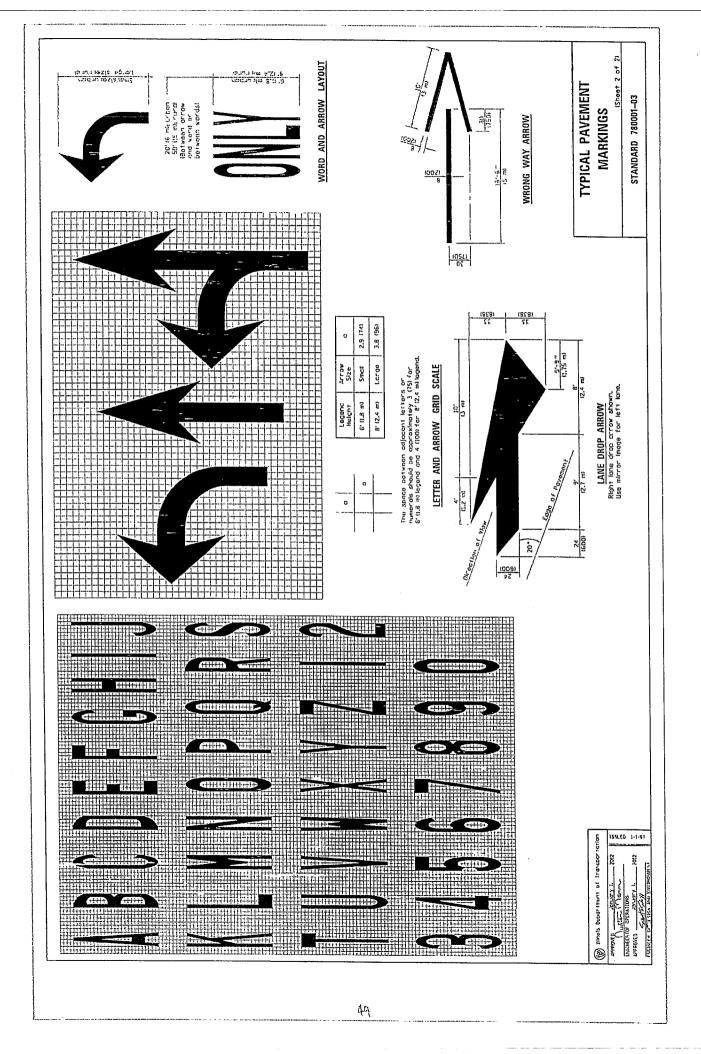


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## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

		Page
Ι.	General	ī
II.	Nondiscrimination	1
III.	Nonsegregated Facilities	3
IV.	Payment of Predetermined Minimum Wage	3
V.	Statements and Payrolls	5
VI.	Record of Materials, Supplies, and Labor	6
VII.	Subletting or Assigning the Contract	6
VIII.	Safety: Accident Prevention	7
IX.	False Statements Concerning Highway Projects	7
Х.	Implementation of Clean Air Act and Federal	
	Water Pollution Control Act	7
XI.	Certification Regarding Debarment, Suspension,	
	Ineligibility, and Voluntary Exclusion	8
XII.	Certification Regarding Use of Contract Funds for	
	Lobbying	9

## ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

## I. GENERAL

1. These contract provisions shall apply to all word performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontract or lower tier subcontractor with these Required Contract Provisions.

**3.** A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

**4.** A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4 and 7; Section V, paragraphs 1 and 2a through 2g.

**5.** Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

**6.** Selection of Labor: During the performance of this contract, the contractor shall not:

**a.** Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

**b.** Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

# II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 14 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 <u>et seq</u>.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

**a.** The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

**b.** The contractor will accept as his operating policy the following statement: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

**a.** Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

**a.** The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred

to the contractor for employment consideration. **b.** In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

**c.** The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

**a.** The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

**b.** The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### 6. Training and Promotion:

**a.** The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

**b.** Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

**c.** The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

**d.** The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**7.** Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

**a.** The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women

for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

**b.** The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

**d.** In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

**c.** The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:
(1) The number of minority and non-minority group members and women employed in each work classification on the project;
(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

**b.** The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the

contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

#### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of 10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

**b.** As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

**c.** The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred

during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

**b.** Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

**c.** All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

#### 2. Classification:

**a.** The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

**b.** The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

**c.** If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

**d**. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

**e.** The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

#### 3. Payment of Fringe Benefits:

**a.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as

appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

**b.** If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

# 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

#### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

#### 5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

#### 6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federallyassisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contract or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

#### 8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

#### 9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

#### V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

#### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

#### 2. Payrolls and Payroll Records:

**a.** Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

**b.** The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of

contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs. c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for submitting payroll copies of all subcontractors.

**d**. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

**g**. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such

actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

**a.** Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

**2.** At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

### VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).

**a**. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

**b**. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

**2.** The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

**3.** The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

### VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

**2.** It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

**3.** Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

# X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 <u>et seq.</u>, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 <u>et seq.</u>, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

**3.** That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

**4.** That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in

this transaction.

**c.** The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**d.** The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended,"
"ineligible,""lower tier covered transaction," "participant,"
"person," "primary covered transaction," "principal,"
"proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

**g.** The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

**h.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**j.** Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

**1**. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

covered transactions by any Federal department or agency; **b.** Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
d. Have not within a 3-year period preceding this

application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**c.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

**d.** The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tie participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

**f.** The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

**g.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the Nonprocurement List.

**h.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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#### Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

# XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

**1.** The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**b.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**3.** The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

#### NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <u>http://www.dot.state.il.us/desenv/delett.html</u>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at http://www.dot.state.il.us/desenv/subsc.html.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.