#### If you plan to submit a bid directly to the Department of Transportation

#### 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 that 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.

#### **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 124INT) 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.

#### 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.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) 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 form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. 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.

**ADDENDA AND REVISIONS:** It is the contractor'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 will be placed with the contract number. 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 Contracts Office at (217)782-7806 or D&Econtracts@dot.il.gov

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

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?**: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

- 1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
- 2. Other special documentation and/or information that may be
  - required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

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

#### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

#### ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

Planholders should verify that they have received and incorporated any addendum and/or revision prior to submitting their bid. Failure by the bidder to include and addendum or revision could result in a bid being rejected as irregular.

Proposal Submitted By

260

Name

Address

City

# Letting April 23, 2010

# 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. (SEE INSTRUCTIONS ON THE INSIDE OF COVER)

# BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAI (See instructions inside front cover)

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

)Illinois Department of Transportation

Springfield, Illinois 62764

Contract No. 63442 WILL County Section 04-00090-07-BR Route FAU 341 (Brandon Road) Project BRS-0197(110) District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

A Cashier's Check or a Certified Check is included

Prepared by Checked by

F

Printed by authority of the State of Illinois)

#### INSTRUCTIONS

**ABOUT IDOT PROPOSALS**: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

**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. To request authorization, a potential bidder <u>must complete and submit Part</u> <u>B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57)</u>.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid" form, 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. If a contractor has requested to bid but has not received a Authorization to Bid or Not for Bid Report, they should contact the Central Bureau of Construction in advance of the letting date.

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED**?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

- 1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
- 2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

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

#### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806



## 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. 63442 WILL County Section 04-00090-07-BR Project BRS-0197(110) Route FAU 341 (Brandon Road) District 1 Construction Funds

- Bridge deck reconstruction and superstructure rehabilitation consisting of structural steel removal, furnishing and erecting structural steel, cleaning and painting steel bridge, removal of existing concrete deck, construction of a new bridge deck, bridge approach pavement, pavement markings and all other incidental items to complete the work on FAU Route 341 (Brandon Road) over the Des Plaines River.
- 2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

- 3. ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER. The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, 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:

			Proposal				Proposal
4	Amount of	of Bid	<u>Guaranty</u>	<u>Am</u>	nount c	of Bid	<u>Guaranty</u>
Up to		\$5,000	\$150	\$2.000.000	to	\$3,000.000	\$100.000
\$5,000	to	\$10,000		\$3,000,000	to	\$5,000,000	
\$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		Combination B	lid
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. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

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FAU 341 04-00090-07-BR WILL

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63442

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FAU 341 04-00090 WILL

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FAU 341 04-00090-07-BR WILL

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1. EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE. NOTE:

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

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

#### I. GENERAL

**A.** Article 50 of the 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. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has 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 termination of the contract and the suspension or debarment of the bidder.

#### **II. ASSURANCES**

**A.** 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. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

#### B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency 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. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

#### C. 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.

#### D. 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.

#### E. 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.

#### F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, 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.

#### G. 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.

#### H. 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.

#### I. 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**

**A.** 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. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

#### B. 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 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, 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 shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

#### C. 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.

#### D. Bid-Rigging/Bid Rotating

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

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

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

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

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of 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.

#### E. 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.

#### F. 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.

#### G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency 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 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 contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

#### H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code, Section 50-60(c), provides:

The contractor 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 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

#### I. Addenda

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

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

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency 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 contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

#### 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. Executive Order Number 1 (2007) Regarding Lobbying on Government Procurements

The bidder hereby warrants and certifies that they have complied and will comply with the requirements set forth in this Order. The requirements of this warrant and certification are a material part of the contract, and the contractor shall require this warrant and certification provision to be included in all approved subcontracts.

#### M. 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, offer or, 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.

#### N. 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 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.

#### TO BE RETURNED WITH BID

#### **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 Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, 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 \$10,000 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.

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 400 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.

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

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

#### C. Disclosure Form Instructions

#### Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may check the following certification statement indicating that the information previously submitted by the bidder is, as of the date of submission, current and accurate. Before checking this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder checks the Certification, the Bidder should proceed to Form B instructions.

#### **CERTIFICATION STATEMENT**

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

 (Bidding Company)	
Signature of Authorized Representative	Date

#### Form A: For bidders who have NOT previously submitted the information requested in Form A

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 400 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 the second page of 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
- Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES \_\_\_\_ NO\_\_\_
- Does anyone in your organization receive more than \$106,447.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not 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 \$106,447.20? YES \_\_\_\_ NO \_\_\_

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

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

If the answer to each of the above questions is "NO", then the <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: 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.

#### D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

• The bid submitted for letting item \_\_\_\_\_ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

#### **RETURN WITH BID/OFFER**

## 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 \$10,000, 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.

#### 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 \$106,447.20 (60% of the Governor's salary as of 3/1/09). (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

FOR INDIVIDUAL	. (type or print information)		
NAME:			
ADDRESS			
Type of owne	ership/distributable income share	):	
stock	sole proprietorship	Partnership	other: (explain on separate sheet):
% or \$ value of	of ownership/distributable income 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 previous 3 years, including contractual employment of services. Yes \_\_\_No \_\_

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_\_No \_\_\_
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 3/1/09) provide the name the State agency for which you are employed and your annual salary.

#### **RETURN WITH BID/OFFER**

- If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 3/1/09) 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 the 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 \$106,447.20, (60% of the Governor's salary as of 3/1/09) 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 2 times the salary of the Governor? Yes \_\_\_\_ No \_\_\_
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes No

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois 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 \$106,447.20, (60% of the Governor's salary as of 3/1/09) 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 \$106,447.20.00, (60% of the salary of the Governor as of 3/1/09) 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 the 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 \$106,447.20, (60% of the Governor's salary as of 3/1/09) 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 2 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.
  Yes \_\_\_\_No \_\_\_
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes \_\_\_\_No \_\_\_

#### **RETURN WITH BID/OFFER**

- (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

#### APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Completed by:

Signature of Individual or Authorized Representative

Date

#### NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Representative

Date

## **ILLINOIS DEPARTMENT OF TRANSPORTATION**

#### Form B **Other Contracts & Procurement Related Information** Disclosure

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

Disclosure of the information contained in this 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 \$10,000, 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

#### 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. 63442 WILL County Section 04-00090-07-BR Project BRS-0197(110) Route FAU 341 (Brandon Road) District 1 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

(MANAGERS)Image: Constraint of the second secon												C		-	S		
				MIN	ORITY I	EMPLO	YEES	6		TR/	AINEES				TO BE TO CO		
			BL/	ACK	HISP	ANIC	-								OTAL OYEES	MINO EMPLO	
	М	F	Μ	F	М	F	Μ	F	М	F	M	F		М	F	М	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																	
	TAE	BLE C						•			Г					 	
Т	OTAL Tra	aining Pro	ojectio	n for C	ontract							FOF	K DE	PARIN	IENT USE	NLY	
			·		1		*0	TUED	T I								

TOTAL Training Projection for Contract										
EMPLOYEES	TO	TAL					*OTHER			
IN	EMPLO	DYEES	BLA	١CK	HISP	ANIC	MIN	NOR.		
TRAINING	М	F	М	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. 12/11/08)

Note: See instructions on page 2

Contract No. 63442 WILL County Section 04-00090-07-BR Project BRS-0197(110) Route FAU 341 (Brandon Road) District 1 Construction Funds

#### PART II. WORKFORCE PROJECTION - continued

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

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

office or base of operation is located.

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

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

#### PART III. AFFIRMATIVE ACTION PLAN

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

Company \_\_\_\_\_

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. 12/11/08)

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. 63442 WILL County Section 04-00090-07-BR Project BRS-0197(110) Route FAU 341 (Brandon Road) District 1 Construction Funds

#### PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
	Ву	
(IF A CO-PARTNERSHIP)	Business Address	
		· · · · · · · · · · · · · · · · · · ·
		Name and Address of All Members of the Firm:
-		
	0	
	Ву	Signature of Authorized Representative
(IF A CORPORATION)		
		Typed or printed name and title of Authorized Representative
	A 11 1	
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE	Business Address	
SECOND PARTY SHOULD SIGN BELOW)		
	Corporate Name	
	Ву	
(IF A JOINT VENTURE)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	0'
		Signature
	Business Address	
If more than two parties are in the joint venture,	please attach an addit	ional signature sheet.
	r and a data	



**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 Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

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

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

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

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

their respective officers this	day of		A.D.,
PRINCIPAL		SURETY	
(Company Name)			(Company Name)
Ву		By:	
(Signature & Titl	e)		(Signature of Attorney-in-Fact)
	Notary Certification	for Principal and Su	ırety
STATE OF ILLINOIS,			
County of			
l,		, a Notary Publi	ic in and for said County, do hereby certify that
		and	
(Insert	names of individuals signing	on behalf of PRIN	CIPAL & SURETY)
	y in person and acknowledge		ed to the foregoing instrument on behalf of PRINCIPAL t they signed and delivered said instrument as their free
Given under my hand and notarial se	eal this	day of	A.D
My commission expires			
· · · ·			Notary Public
	ire and Title line below, the l	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. 10/24/07

# **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. 63442 WILL County Section 04-00090-07-BR Project BRS-0197(110) Route FAU 341 (Brandon Road) District 1 Construction Funds





## **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., April 23, 2010. 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. 63442 WILL County Section 04-00090-07-BR Project BRS-0197(110) Route FAU 341 (Brandon Road) District 1 Construction Funds

Bridge deck reconstruction and superstructure rehabilitation consisting of structural steel removal, furnishing and erecting structural steel, cleaning and painting steel bridge, removal of existing concrete deck, construction of a new bridge deck, bridge approach pavement, pavement markings and all other incidental items to complete the work on FAU Route 341 (Brandon Road) over the Des Plaines River.

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

By Order of the Illinois Department of Transportation

Gary Hannig, Secretary

# INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2010

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

Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-10) ERRATA

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## Contract # 63442 F.A.U. 341 (Brandon Road) – County Highway 42 Section 04-0090-07-BR Project BRS-0197(110) Bridge Rehabilitation – S.N. 099-3298 Will County

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		GBSP4	Polymer Modified Portland Cement Mortar	June 7, 1994	June 1, 2007
,		GBSP11	Permanent Steel Sheet Piling	Dec 15, 1993	Jan 1, 2007
		GBSP12	Drainage System	June 10, 1994	Jan 1, 2007
		GBSP13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Mar 6, 2009
33	X	GBSP14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
		GBSP15	Three Sided Precast Concrete Structure	July 12, 1994	Oct 9, 2009
		GBSP16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007
		GBSP17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
		GBSP18	Modular Expansion Joint	May 19, 1994	Jan 1, 2007
		GBSP21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	Jan 1, 2007
35	Х	GBSP22	Cleaning and Painting New Metal Structures	Sept 13, 1994	Jan 22, 2010
44	Х		Cleaning and Painting Existing Steel Structures	Oct 2, 2001	May 11, 2009
66	X		Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	Mar 6, 2009
		GBSP28	Deck Slab Repair	May 15, 1995	Jan 22, 2010
		GBSP29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	May 11, 2009
		GBSP30	Bridge Deck Latex Concrete Overlay	May 15, 1995	May 11, 2009
		GBSP31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	May 11, 2009
		GBSP32	Temporary Sheet Piling	Sept 2, 1994	Jan 1, 2007
		GBSP33	Pedestrian Truss Superstructure	Jan 13, 1998	Mar 6, 2009
		GBSP34	Concrete Wearing Surface	June 23, 1994	Jan 12, 2009
		GBSP35	Silicone Bridge Joint Sealer	Aug 1, 1995	Jan 22, 2010
		GBSP36	Surface Preparation and Painting Req. for Weathering Steel	Nov 21, 1997	May 11, 2009
		GBSP37	Underwater Structure Excavation Protection	April 1, 1995	Mar 6, 2009
		GBSP38	Mechanically Stabilized Earth Retaining Walls	Feb 3, 1999	Oct 9, 2009
		GBSP42	Drilled Soldier Pile Retaining Wall	Sept 20, 2001	Oct 9, 2009
		GBSP43	Driven Soldier Pile Retaining Wall	Nov 13, 2002	Oct 9, 2009
		GBSP44	Temporary Soil Retention System	Dec 30, 2002	May 11, 2009
		GBSP45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Jan 1, 2007
		GBSP46	Geotextile Retaining Walls	Sept 19, 2003	Oct 9, 2009
		GBSP47	High Performance Concrete Structures	Aug 5, 2002	Jan 1, 2007
		GBSP50	Removal of Existing Non-composite Bridge Decks	June 21, 2004	Jan 1, 2007
89	X		Pipe Underdrain for Structures	May 17, 2000	Jan 22, 2010
90	X	GBSP52	Porous Granular Embankment (Special)	Sept 28, 2005	Nov 14, 2008
91	X		Structural Repair of Concrete	Mar 15, 2006	Jan 22, 2010
1		GBSP55	Erection of Curved Steel Structures	June 1, 2007	
<b>*</b>		GBSP56	Setting Piles in Rock	Nov 14, 1996	Jan 1, 2007
		GBSP57	Temporary Mechanically Stabilized Earth Retaining Walls	Jan 6, 2003	Oct 9, 2009
		GBSP58	Mechanical Splicers	Sep 21, 1995	May 11, 2009
<u> </u>		GBSP59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	July 9, 2008
		GBSP60	Containment and Disposal of Non-Lead Pain Cleaning Residues	Nov 25, 2004	Mar 6, 2009
101	X	GBSP61	Slipform Parapet	June 1, 2007	Jan 12, 2009
		GBSP62	Concrete Deck Beams	June 13, 2008	Oct 9, 2009
		GBSP63	Demolition Plans for Removal of Existing Structures	Sept 5, 2007	· · · · · · · · · · · · · · · · · · ·
		GBSP64	Segmental Concrete Block Wall	Jan 7, 1999	July 9, 2008
		GBSP65	Precast Modular Retaining Walls	Mar 19, 2001	Oct 9, 2009
		GBSP66	Wave Equation Analysis of Piles	Nov 14, 2008	
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## INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

LR#	Pg #		Special Provision Title	Effective	Revised
LR SD 12			Slab Movement Detection Device	Nov. 11, 1984	Jan. 1, 2007
LR SD 13			Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR 102		Π	Protests on Local Lettings	Jan. 1, 2006	
LR 105	106	$\boxtimes$	Cooperation with Utilities	Jan. 1, 1999	Jan. 1, 2007
LR 107-2			Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-3			Disadvantaged Business Enterprise Participation	Jan. 1, 2007	Nov. 1, 2008
LR 107-4	109	$\boxtimes$	Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 107-5			Substance Abuse Prevention Program	Jan. 1, 2008	Jan. 8, 2008
LR 108		$\square$	Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 212			Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1			Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2			Asphalt Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1			Bituminous Treated Earth Surface	Jan. 1, 2007	Jan. 1, 2008
LR 400-2			Bituminous Surface Mixture (Class B)	Jan. 1, 2008	
LR 402			Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2			Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406			Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420			PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442			Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451			Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1			Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2			Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542			Pipe Culverts, Type (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663			Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702			Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004			Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1013			Rock Salt (Sodium Chloride)	Aug. 1, 1969	Jan. 1, 2002
LR 1030			Growth Curve	Mar. 1, 2008	di seconda
LR 1032-1			Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1032-2			Multigrade Cold Mix Asphalt	Jan. 1, 2007	Feb. 1, 2007
LR 1102			Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

## BDE SPECIAL PROVISIONS For the April 23 and June 11, 2010 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.

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File Name	<u>Pg #</u>		Special Provision Title	Effective	<u>Revised</u>
80240			Above Grade Inlet Protection	July 1, 2009	
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80243			American Recovery and Reinvestment Act Provisions	April 1, 2009	
80236			American Recovery and Reinvestment Act Signing	April 1, 2009	April 15, 2009
80186	110	X	Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	Jan. 1, 2009
80213			Alkali-Silica Reaction for Precast and Precast Prestressed Concrete	Jan. 1, 2009	
80207	113	X	Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas inside	Nov. 1, 2008	
•			Illinois State Borders		
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	April 1, 2009
80241			Bridge Demolition Debris	July 1, 2009	
* 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
80166	114	X	Cement	Jan. 1, 2007	April 1, 2009
80198			Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80094	117	Х	Concrete Admixtures	Jan. 1, 2003 🖔	April 1, 2009
80214			Concrete Gutter, Type A	Jan. 1, 2009	,
80215	121	X	Concrete Joint Sealer	Jan. 1, 2009	
80226	123	Х	Concrete Mix Designs	April 1, 2009	
80237	125	X	Construction Air Quality Diesel Vehicle Emissions Control	April 1, 2009	July 1, 2009
80239	127	X	Construction Air Quality – Idling Restrictions	April 1, 2009	
80227			Determination of Thickness	April 1, 2009	
80177			Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
* 80029	129	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2010
80178	138	X	Dowel Bars	April 1, 2007	Jan. 1, 2008
80179	139	X	Engineer's Field Office Type A	April 1, 2007	Aug. 1, 2008 🔌
80205			Engineer's Field Office Type B	Aug. 1, 2008	
80189	142	Х	Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80244	144	X	Filter Fabric	Nov. 1, 2009	Jan. 1, 2010
80228			Flagger at Side Roads and Entrances	April 1, 2009	
80249			Frames and Grates	Jan. 1, 2010	
80229			Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80169			High Tension Cable Median Barrier	Jan. 1, 2007	April 1, 2009
80194	145	X	HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
80245	147	X	Hot-Mix Asphalt – Anti-Stripping Additive	Nov. 1, 2009	
80246	148	X	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	
80250	149	X	Hot-Mix Asphalt – Drop-Offs	Jan. 1, 2010	
* 80259			Hot-Mix Asphalt – Fine Aggregate	April 1, 2010	
80201	150	X	Hot-Mix Asphalt – Plant Test Frequency	April 1, 2008	Jan. 1, 2010
80251	152	X	Hot-Mix Asphalt – QC/QA Acceptance Criteria	Jan. 1, 2010	
80202	153	X	Hot-Mix Asphalt – Transportation	April 1, 2008	
80109			Impact Attenuators	Nov. 1, 2003	Nov. 1, 2008
80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
80252			Improved Subgrade	Jan. 1, 2010	
80230	154	x	Improved Subgrade Liquidated Damages	Jan. 1, 2010 April 1, 2009	
80230 80196	154	X	Improved Subgrade Liquidated Damages Mast Arm Assembly and Pole	Jan. 1, 2010 April 1, 2009 Jan. 1, 2008	Jan. 1, 2009
80230 80196 80045			Improved Subgrade Liquidated Damages Mast Arm Assembly and Pole Material Transfer Device	Jan. 1, 2010 April 1, 2009 Jan. 1, 2008 June 15, 1999	Jan. 1, 2009 Jan. 1, 2009
80230 80196 80045 80203	154 155	x	Improved Subgrade Liquidated Damages Mast Arm Assembly and Pole Material Transfer Device Metal Hardware Cast into Concrete	Jan. 1, 2010 April 1, 2009 Jan. 1, 2008 June 15, 1999 April 1, 2008	Jan. 1, 2009 Jan. 1, 2009 April 1, 2009
80230 80196 80045			Improved Subgrade Liquidated Damages Mast Arm Assembly and Pole Material Transfer Device	Jan. 1, 2010 April 1, 2009 Jan. 1, 2008 June 15, 1999	Jan. 1, 2009 Jan. 1, 2009

<u>File Name</u>	<u>Pg #</u>		Special Provision Title	Effective	Revised
* 80238	<u>. g</u>		Monthly Employment Report	April 1, 2009	Jan. 1, 2010
80253	, geographic and distances.	ACCESSION OF A DESCRIPTION OF A DESCRIPR	Movable Traffic Barrier System	Jan. 1, 2010	
80082			Multilane Pavement Patching	Nov. 1, 2002	
80180	156	X	National Pollutant Discharge Elimination System / Erosion and Sediment	April 1, 2007	Nov. 1, 2009
00100			Control Deficiency Deduction	1 '	
80208			Nighttime Work Zone Lighting	Nov. 1, 2008	
80182			Notification of Reduced Width	April 1, 2007	
80069	157A		Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2010
80216			Partial Exit Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80231			Pavement Marking Removal	April 1, 2009	
80254			Pavement Patching	Jan. 1, 2010	
80022	158	Х	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80209	160	Х	Personal Protective Equipment	Nov. 1, 2008	
* 80232			Pipe Culverts	April 1, 2009	April 1, 2010
80119	161	Х	Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2009
80210			Portland Cement Concrete Inlay or Overlay	Nov. 1, 2008	
80170	168	Х	Portland Cement Concrete Plants	Jan. 1, 2007	
80217			Post Clips for Extruded Aluminum Signs	Jan. 1, 2009	
80171			Precast Handling Holes	Jan. 1, 2007	
80218			Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	April 1, 2009
80219		-	Preventive Maintenance – Cape Seal	Jan. 1, 2009.	April 1, 2009
80220			Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	
80221			Preventive Maintenance – Slurry Seal	Jan. 1, 2009	
80211			Prismatic Curb Reflectors	Nov. 1, 2008	
80015			Public Convenience and Safety	Jan. 1, 2000 🖫	а. С. С. С
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	🧉 Jan. 1, 2006
80157	170	Х	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
	172	X	Raised Reflective Pavement Markers	Nov. 1, 2009	April 1, 2010
80223			Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80172			Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 1, 2010
80183	173	X	Reflective Sheeting on Channelizing Devices	April 1, 2007	Nov. 1, 2008
80206	174	X	Reinforcement Bars – Storage and Protection	Aug. 1, 2008	April 1, 2009
80224			Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	
80131	175	Х	Seeding	July 1, 2004	Jan. 1, 2010
80152	178	Х	Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2009
80132			Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
80127	183	Х	Steel Cost Adjustment	April 2, 2004	April 1, 2009
80255		34404 4 ( )	Stone Matrix Asphalt	Jan. 1, 2010	14 0040
* 80234	40-		Storm Sewers		April 1, 2010
80143	187	X	Subcontractor Mobilization Payments	April 2, 2005	lan 1 2007
80075	188	X	Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087	195	X	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2010
80256	ļ	<u> </u>	Temporary Longitudinal Traffic Barrier System	Jan. 1, 2010	
80225			Temporary Raised Pavement Marker	Jan. 1, 2009	
80176	407	v	Thermoplastic Pavement Markings	Jan. 1, 2007	
80257	197	X	Traffic Barrier Terminal, Type 6	Jan. 1, 2010 Oct. 15, 1975	
20338	198	X	Training Special Provisions	Jan. 1, 2010	
80258	201	<u>X</u>	Truck Mounted/Trailer Mounted Attenuators Working Days	Jan. 1, 2002	
80071	1		j vvoiking Days	0011. I, 2002	

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The following special provisions are in the 2010 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u> 80193	Special Provision Title	New Location Section 637	<u>Effective</u> Jan. 1, 2008	Revised
80175	Epoxy Pavement Markings	Section 1095	Jan. 1, 2007	
80181	Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	Section 1030	April 1, 2007	April 1, 2008
80136	Hot-Mix Asphalt Mixture IL-4.75	Sections 406, 1003, 1030, 1032 and 1102	Nov. 1, 2004	Jan. 1, 2008
80195	Hot-Mix Asphalt Mixture IL-9.5L	Sections 1004 and 1030	Jan. 1, 2008	
80129	Notched Wedge Longitudinal Joint	Section 406	July 1, 2004	Jan. 1, 2007
80235	Payrolls and Payroll Records	Check Sheets #1 and #5	Mar. 1, 2009	July 1, 2009
80134	Plastic Blockouts for Guardrail	Section 630	Nov. 1, 2004	Jan. 1, 2007
80151	Reinforcement Bars	Section 1006	Nov. 1, 2005	April 1, 2009
80184	Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	Sections 1090, 1091, 1092 and 1093	April 1, 2007	
80212	Sign Panels and Sign Panel Overlays	Supplemental	Nov. 1, 2008	
80197	Silt Filter Fence	Sections 1080 and 1081	Jan. 1, 2008	
80153	Steel Plate Beam Guardrail	Section 1006	Nov. 1, 2005	Aug. 1, 2007
80191	Stone Gradation Testing	Section 1005	Nov. 1, 2007	
80185	Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	Sections 1090, 1091, 1092 and 1093	April 1, 2007	
80149	Variable Spaced Tining	Section 420	Aug. 1, 2005	Jan. 1, 2007
80204	Woven Wire Fence	Section 1006	April 1, 2008	

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 IV
- Building Removal-Case I Building Removal-Case II

Building Removal-Case III

- Completion Date
- **Completion Date Plus Working Days** •
- DBE Participation .

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

#### STATE OF ILLINOIS SPECIAL PROVISION

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2007, 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 of bids, and the Supplemental Specifications and Recurring Special provisions indicated on the Check Sheet included in which apply to and govern the construction of FAU 341 SN 099-3298 (Brandon Road Bridge), and in case of conflict with any part or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

## LOCATION OF PROJECT

The Brandon Road bridge over the Des Plaines River (SN 099-3298) was built in 1972 and is located just south of Rockdale and Joliet, Illinois in unincorporated Will County (T35N, R10E, Section 20). Just beyond the north limits of the project there is a bascule bridge over the lock that is adjacent to the dam upstream of the Brandon Road bridge. An at-grade railroad crossing followed by a grade separation railroad bridge are located just beyond the south limits of the project. The approach roadway leading to the Brandon Road bridge consists of two 12'-0" paved lanes and two 8'-0" shoulders (3'-0" paved and 5'-0" unpaved). The ROW width is 60'-0" on either side of the Brandon Road centerline.

This structure is under the jurisdiction and maintenance responsibility of Will County Department of Highways. It drains into the Des Plaines River via open drains. The terrain is fairly flat with open ditch drainage on either side of the roadway. The current land use is light industrial.

## **DESCRIPTION OF PROJECT**

The bridge consists of six 48" deep steel plate girder spans. There are 5 lines of girders, configured in two units, with each unit continuous over three spans. The overall length of the bridge is 656'-4" and the out-to-out width is 32'-0". The deck is cast-in-place concrete,  $7\frac{1}{2}"$  thick, with a 1  $\frac{1}{2}"$  bituminous wearing surface. The deck reinforcement is not epoxy coated. There are two 14'-3" wide lanes for a total clear width of 28'-6". The hammerhead piers and stub-abutments are also cast-in-place concrete. There is no skew. Expansion joints are located at the two abutments and at Pier 3.

The proposed bridge width requires the addition of 1'-6" to the existing face-to-face of barrier width on the bridge resulting in the total width of 30'-0" clear with two 12'-0" lanes, two 3'-0" shoulders and two 1'-7" F-Shape parapets for an out-to-out width of 33'-2".

A new concrete bridge deck meeting current structural design standards is to be constructed on the existing refurbished structural steel, founded on the existing substructure units. All the structural steel is to be painted.

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The abutment backwalls and wingwalls will be removed and replaced in the proper locations to meet the widened structure.

The south abutment concrete slope wall will be removed and replaced with rip rap.

The vertical profile will be modified to eliminate the 0% grade on the bridge. Drainage scuppers will be used across the length of the bridge.

There are no utility adjustment within the limits of the project.

## MOVEABLE BRIDGE COORDINATION

The moveable bridge providing access to SN 099-3298 from the north is owned and operated by the Illinois Department of Transportation, District 1 (IDOT). Since traffic will be detoured during construction of SN 099-3298, IDOT will close the moveable bridge during all hours that the Contractor is not working. It shall be the responsibility of the Contractor to coordinate process of operation with IDOT. Contact Sarah Wilson, District One Bridge Maintenance Engineer, at 847-705-4181 to begin coordination.

Costs associated with the moveable bridge coordination will not be paid for separately but shall be included in the overall cost of the contract. No additional compensation will be allowed for delays due to access restrictions that result from inadequate coordination with IDOT.

## **REMOVAL OF EXISTING CONCRETE DECK**

<u>Description</u>: This work shall consist of furnishing all labor, equipment and materials necessary for the removal and satisfactory disposal of the existing Brandon Road (CH 42) Bridge deck, parapets and all attached appurtenances as shown on the plans and as directed by the Engineer. This work shall be done in accordance with the requirements of Section 501 of the Standard Specifications.

Before any deck concrete is removed, a protective shield system shall be installed over the limits of the entire bridge as specified in the Standard Specifications.

The existing shear studs on top of the girders shall be incorporated into the new concrete deck. The Contractor must use extreme caution when removing concrete above the steel girders in order to avoid any damage to the steel girders or the shear studs in accordance with Article 501.05 of the Standard Specifications. Any damage to any part of the existing steel girders or the attached shear studs shall be repaired or replaced at the Contractor's expense and at no additional cost to the Department.

The work also includes removal and disposal of the parapet handrail, any metal conduits, conduit supports, electrical hand holes anchor bolts, saw-cutting required for removal and bridge expansion joint materials.

Removal of the existing abutment backwalls, partial removal of existing wingwalls and parapet

over wingwalls will be paid for as CONCRETE REMOVAL.

Removal of the existing South Abutment slopewall will be paid for as SLOPE WALL REMOVAL.

After the deck removal is completed, the Contractor shall remove all existing deck construction accessories that were previously welded to the girders, as directed by the Engineer. Cold removal methods shall be used where the top flange of the girder is in the tension region over the pier, the weld material remaining after cold removal shall be ground smooth and the area checked for cracks by use of magnetic particle testing. Where the top flange is in compression, the Contractor shall remove any construction accessories that may interfere with the new deck construction. The cost of this work will not be paid for separately, but shall be considered included in the contract lump sum price for REMOVAL OF EXISTING CONCRETE DECK.

Basis of Payment: This work will be paid for at the contract lump sum price for REMOVAL OF EXISTING CONCRETE DECK as shown on the plans and in accordance with Section 501 of the Standard Specifications. The price shall be payment in full to complete the work as specified herein and as shown on the plans.

## APPROACH SLAB REMOVAL

<u>Description</u>: This item shall be performed in accordance with the plans, the applicable portions of Section 440 of the Standard Specifications, and as specified herein. This work shall include the removal of all bridge approach slabs, bridge approach shoulder pavements and bituminous shoulders, bases and sub-bases and other appurtenances necessary to construct the proposed approach slabs and/or connector pavements within the limits shown in the plans, specified by highway standard 420401, or as directed by the Engineer. A full depth, perpendicular, straight joint shall be sawn at the ends and all edges of portions to be removed. Materials resulting from the removal of existing bridge approach pavement and appurtenances as herein specified shall be disposed of according to Article 202.03.

<u>Measurement:</u> Approach Slab Removal will be measured for payment in place and the area computed in square yards.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for

APPROACH SLAB REMOVAL.

### TURBIDITY CURTAIN

<u>Description:</u> This work shall include all labor, materials, and equipment necessary for the installation of the TURBIDITY CURTAIN. Contractor is to submit drawings detailing how the turbidity curtain is to be used for engineer's approval.

Cleaning and maintenance of the turbidity curtain will be completed as required.

The development and maintenance of the turbidity curtain and dewatering basin shall be coordinated with the IDOT Erosion and Sediment Control representative on site.

Style 250EX, a nonwoven polypropylene fabric supplied by Thrace-LINQ, Inc., meets the fabric properties listed below:

PROPERTY	PROPERTY TEST METRIC PROCEDURE		EN	GLISH	
		MARV		MARV	
Grab Tensile Strength	ASTM D-4632	1202	N	270	lbs
Grab Elongation	ASTM D-4632	50	%	50	%
Trapezoid Tear	ASTM D-4533	445	N	100	- lb <b>s</b>
Puncture	ASTM D-4833	690	N	155	lbs
Puncture (CBR)	ASTM D-6241	3226	N	725	lbs
Mullen Burst	ASTM D-3786	3171	kPa	460	psi
Permittivity	ASTM D-4491	1.2	sec <sup>-1</sup>	1.2	sec <sup>-1</sup>
A.O.S.	ASTM D-4751	0.15	mm	100	U.S. Sieve
UV Stavility (500 hrs)	ASTM D-4355	70	%	70	%
Water Flow Rate	ASTM D-4491	3463	Lpm/m <sup>2</sup>	85	gpm/ft²

MARV: Minimum Average Roll Value

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Apparent Opening Size (AOS) properties are Maximum Average Roll Values

Method of Measurement: This work is measured for payment in FOOT.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for TURBIDITY

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## Maintenance of Roadways

Effective: September 30, 1985 Revised: November 1, 1996

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

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

#### STATUS OF UTILITIES TO BE ADJUSTED

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

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

Name of Utility Type Location Estimated Dates for Start and Completion of Relocation or Adjustments

None anticipated

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

## **RESTRICTION ON WORKING DAYS AFTER A COMPLETION DATE**

Effective: January 21, 2003 Revised: January 1, 2007

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

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

<u>Failure to Open Traffic Lanes to Traffic</u>: Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable and shall pay to the Department the amount of \$250 per lane blocked, not as a penalty but as liquidated and ascertained damages, for each and every 15 minute

interval or a portion thereof that a lane is blocked outside the allowable time limitations. The Department may deduct such damages from any monies due the Contractor. These damages shall apply during the period governed by working days after a completion date and any extensions of that contract time.

#### FAILURE TO COMPLETE THE WORK ON TIME

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

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Completion Date Plus Working Days", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of **\$3000.00**, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

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

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

### **COMPLETION DATE PLUS WORKING DAYS**

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

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

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on **November 15, 2010** except as specified herein.

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

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

## POROUS GRANULAR EMBANKMENT, SUBGRADE

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

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

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

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

2. Gravel\*\* and Crushed Gravel

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

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

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

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

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

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

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

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

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

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

## TRAFFIC CONTROL PLAN

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

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

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

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

STANDARDS: 701901 – TRAFFIC CONTROL DEVICES BLR21 – TYPICAL APPLICATION OF TRAFFIC CONTROL DEVICES FOR CONSTRUCTION ON RURAL LOCAL HIGHWAYS

## DETAILS:

#### SPECIAL PROVISIONS:

Supplemental Specifications And Recurring Special Provisions
 Work Zone Traffic Control And Protection

Recurring Local Roads And Streets Special Provisions

Work Zone Traffic Control

District 1 Special Provisions

Maintenance Of Roadways

- Traffic Control And Protection For Temporary Detour
- Traffic Control For Work Zone Areas

## TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR

Effective: September 1, 1995 Revised: January 1, 2007

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

Basis of Payment. This work will be paid for at the contract unit price each for TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR.

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

Effective : March 16, 2009

Revise Article 1004.03 of the Standard Specifications to read:

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Gravel Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA All Other	Stabilized Subbase or Shoulders	Gravel Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag Crushed Concrete The coarse aggregate for stabilized subbase, if approved by the Engineer, may be produced by blending aggregates according to Article 1004.04(a).

Use	Mixture	Aggregates Allowed
	IL-25.0, IL-19.0, or IL-19.0L	Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF)
	C Surface IL-12.5,IL-9.5, or IL-9.5L	Gravel (only when used in IL-9.5L) Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag (except when used as leveling binder)
HMA High ESAL	D Surface IL-12.5 or IL-9.5	Crushed Gravel Crushed Stone (other than Limestone) Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag (except when used as leveling binder)
		Limestone may be used in Mixture D if blended by volume in the following coarse aggregate percentages: Up to 25% Limestone with at least 75% Dolomite. Up to 50% Limestone with at least 50% any aggregate listed for Mixture D except Dolomite. Up to 75% Limestone with at least 25% Crushed Slag (ACBF) or Crushed Sandstone.

Use	Mixture	Aggregates Allowed
HMA High ESAL	E Surface IL-12.5 or IL-9.5	Crushed Gravel Crushed Stone (other than Limestone and Dolomite) Crushed Sandstone
		No Limestone.
		<ul> <li>Dolomite may be used in Mixture E if blended by volume in the following coarse aggregate percentages:</li> <li>Up to 75% Dolomite with at least 25% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 25% to a maximum of 75% of either Slag by volume.</li> <li>Up to 50% Dolomite with at least 50% of any aggregate listed for Mixture E.</li> </ul>
		If required to meet design criteria, Crushed Gravel or Crushed Stone (other than Limestone or Dolomite) may be blended by volume in the following coarse aggregate percentages: Up to 75% Crushed Gravel or Crushed Stone (other than Limestone or Dolomite) with at least 25% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 25% to a maximum of 50% of either Slag by volume.
High ESAL	IL-12.5 or	Crushed Sandstone
		No Limestone. Crushed Gravel, Crushed Concrete, or Crushed Dolomite may be used in Mixture F if blended by volume in the following coarse aggregate percentages: Up to 50% Crushed Gravel, Crushed Concrete or Crushed Dolomite with at least 50% Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or any Other Crushed Stone (to include Granite, Diabase, Rhyolite or Quartzite). When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 50% to a maximum of 75% of either Slag by volume.

(b) Quality. For surface courses and binder courses when used as surface course, the coarse aggregate shall be Class B quality or better. For Class A (seal or cover coat), other binder courses, and surface course IL-9.5L (Low ESAL), the coarse aggregate shall be Class C quality or better. For All Other courses, the coarse aggregate shall be Class D quality or better.

Use Size/Application		Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1 1/2 in. (13 mm) Seal		CA 15
Class A-2 & 3 Cover		CA 14
HMA High ESAL	IL-25.0 IL-19.0 IL-12.5 IL-9.5	CA 7 <sup>1/</sup> or CA 8 <sup>1/</sup> CA 11 <sup>1/</sup> CA 16 and/or CA 13 CA 16
HMA Low ESAL IL-19.0L IL-9.5L		CA 11 <sup>1/</sup> CA 16
HMA All Other	Stabilized Subbase or Shoulders	CA 6 <sup>2/</sup> , CA 10, or CA 12

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

1/ CA 16 or CA 13 may be blended with the gradations listed.

2/ CA 6 will not be permitted in the top lift of shoulders.

## BITUMINOUS Prime Coat for Hot-mix asphalt pavement (Full Depth) (D-1)

Effective: May 1, 2007

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

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

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

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

## Fine Aggregate for Hot- Mix asphalt (hma) (D-1)

Effective: May 1, 2007 Revised: January 15, 2010

Add the following to the gradation tables of Article 1003.01(c) of the Standard Specifications:

FINE AGGREGATE GRADATIONS					
Grad No.	Sieve Size and Percent Passing				
	3/8	No. 4	No. 8	No. 16	No. 200
FA 22	100	6/	6/	8±8	2±2

FINE AGGREGATE GRADATIONS (metric)						
	Sieve Size and Percent Passing					
Grad No.	9.5 mm	4.75 mm	2.36 mm	1.16 mm	75 µm	
FA 22	100 6/ 6/ 8±8 2±2					

6/ For the fine aggregate gradations FA 22, the aggregate producer shall set the midpoint percent passing, and the Department will apply a range of ± ten percent. The midpoint shall not be changed without Department approval.

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

"(a) Description. Fine aggregate for HMA shall consist of sand, stone sand, chats, slag sand, or steel slag sand. For gradation FA 22, uncrushed material will not be permitted."

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

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

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA."

### <u>Temperature Control for concrete placement (District one)</u>

Effective: May 1, 2007

Delete the second and third sentences of the second paragraph of Article 1020.14(a) of the Standard Specifications.

#### USE OF RAP (dist 1)

Effective: January 1, 2007 Revised: July 1, 2009

In Article 1030.02(g) of the Standard Specifications, delete the last sentence of the first paragraph in (Note 2).

Revise Section 1031 of the Standard Specifications to read:

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

**1031.01 Description.** Reclaimed asphalt pavement (RAP) results from the 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. The contractor can also request that a processed pile be tested by the Department to determine the aggregate quality as described in Article 1031.04, herein.

**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 and size as listed below (i.e. "Homogenous Surface").

Prior to milling or removal of an HMA pavement, the Contractor may request the District to provide verification of the existing mix composition to clarify appropriate stockpile.

- (a) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent 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.
- (b) Conglomerate 5/8. Conglomerate 5/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 5/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen.
- (c) Conglomerate 3/8. Conglomerate 3/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least B quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in (9.5 mm) or smaller screen.

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- (d) Conglomerate Variable Size. Conglomerate variable size RAP shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least B quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate variable size RAP shall be processed prior to testing by crushing and screening to where all RAP is separated into various sizes. All the conglomerate variable size RAP shall pass the 3/4 in. (19 mm) screen and shall be a minimum of two sizes.
- (e) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low Esal), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an in consistent gradation and/or asphalt binder content.
- (f) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP 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 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 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.

(a) Testing Conglomerate 3/8 and Conglomerate Variable Size. In addition to the requirements above, conglomerate 3/8 and variable size RAP shall be tested for maximum theoretical specific gravity (G<sub>mm</sub>) at a 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).

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

Parameter	Homogeneous/ Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
3/4 in. (19mm)		
1/2 in. (12.5mm)	±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 %
Gmm	±0.02 % <sup>2/</sup>	
Gmm	±0.03 % <sup>3/</sup>	

- 1/ The tolerance for conglomerate 3/8 shall be  $\pm$  0.3 %.
- 2/ Applies only to conglomerate 3/8. When variation of the  $G_{mm}$  exceeds the  $\pm$  0.02 % tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.
- 3/ Applies only to conglomerate variable size. When variation of the  $G_{mm}$  exceeds the  $\pm 0.03$  tolerance, a new conglomerate variable size stockpile shall be created which will also require an additional mix design.

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 shall not be used in HMA unless the RAP 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.** The quality of the RAP shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (a) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) surface mixtures are designated as containing Class B quality coarse aggregate.
- (b) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class D quality coarse aggregate.

- (c) 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.
- (d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

## Aggregate Quality Testing of RAP:

The processed pile shall have a maximum tonnage of 5,000 tons (4500 metric tons). The pile shall be crushed and screened with 100 percent of the material passing the 3/4 in. (19mm) sieve. The pile shall be tested for AC content and gradation and shall conform to all requirements of Article 1031.03 Testing, herein. Once the uniformity of the gradation and AC content has been established, the Contractor shall obtain a representative sample with district oversight of the sampling. This sample shall be no less than 50 lbs (25 kg) and this sample shall be delivered to a Consultant Lab, prequalified by the Department for extraction testing according to Illinois Modified AASHTO T 164. After the AC has been extracted, the Consultant Lab shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid directly 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 in HMA. The use of RAP 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) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8 or variable size in which the coarse aggregate is Class B quality or better.
- (c) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, conglomerate variable size, in which the coarse aggregate is Class C quality or better.
- (d) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, conglomerate variable size, or conglomerate DQ.
- (e) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

#### Maximum Mixture RAP Percentage

HN	MA Mixtures <sup>1/3/</sup>	Maximum % Rap		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified	
30	30/40 2/	30	10	
50	25/40 2/ 4/	15/25 <sup>2/</sup>	10 4/	
70	25/30 2/	10/20 2/	10	
. 90	10/15 2/	10/15 2/	10	
105	10/15 2/	10/15 <sup>2/</sup>	10	

- 1/ For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.
- 2/ Value of Max % RAP If 3/8 Rap or conglomerate variable size RAP is utilized.
- 3/ When RAP exceeds 20% the AC shall be PG58 -22. However, when RAP exceeds 20% and is used in full depth HMA pavement the AC shall be PG58 -28.
- 4/ Polymerized Leveling Binder, IL-4.75 is 15 %

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

RAP designs shall be submitted for volumetric verification. If additional RAP 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 stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

**1031.07 HMA Production.** 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, 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 control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design. When producing mixtures containing conglomerate 3/8 or conglomerate variable size RAP, a positive dust control system shall be utilized.

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

#### (a) Drier 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) 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 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 material (per size) as a percent of the total mix to the nearest 0.1 unit.
- (8) Aggregate and RAP moisture compensators in percent as set on the control panel (Required when accumulated or individual aggregate and RAP 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) Individual RAP Aggregate weight to the nearest pound (kilogram).
  - (6) Virgin asphalt binder weight to the nearest pound (kilogram)
  - (7) Residual asphalt binder of each RAP size 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 "Other". 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.

### Structural Steel Removal

Effective: October 3, 1997 Revised: January 1, 2007

<u>Description</u>. This work shall consist of the satisfactory removal and disposal of structural steel members as shown on the plans. This work shall be performed according to Section 501 of the Standard Specifications.

Burning of existing rivets or bolts will only be allowed near steel surfaces which are to be removed and discarded. Burning of existing rivets or bolts will not be allowed for members to remain in place and members that are to be removed and reinstalled at a later date. When burning of rivets or bolts is not allowed the head of the rivet or bolt shall be sheared off and the shank driven or drilled out. Extreme care shall be taken while removing the rivets or bolts so as not to damage the existing structural steel which is to remain. Unless noted otherwise on the plans, the cost of rivet and bolt removal shall be included in this item. All damage to existing members which are to remain shall be repaired or the member replaced to the satisfaction of the Engineer. Repair or replacement of damaged members shall be at the Contractor's expense and at no additional cost to the State.

<u>Method of Measurement</u>. Structural steel removal will not be measured for payment. Payment will be based upon the pounds (kilograms) of structural steel removal shown on the plans.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per pound (kilogram) for STRUCTURAL STEEL REMOVAL.

### TRAFFIC CONTROL FOR WORK ZONE AREAS

Effective: 9/14/95 Revised: 1/1/07

Work zone entry and exit openings shall be established daily by the Contractor with the approval of the Engineer. All vehicles including cars and pickup trucks shall exit the work zone at the exit openings. All trucks shall enter the work zone at the entry openings. These openings shall be signed in accordance with the details shown elsewhere in the plans and shall be under flagger control during working hours.

The Contractor shall plan his trucking operations into and out of the work zone as well as on to and off the expressway to maintain adequate merging distance. Merging distances to cross all lanes of traffic shall be no less than 1/2 mile. This distance is the length from where the trucks enter the expressway to where the trucks enter the work zone. It is also the length from where the trucks exit the work zone to where the trucks exit the expressway. The stopping of expressway traffic to allow trucks to change lanes and/or cross the expressway is prohibited.

Failure to comply with the above requirements will result in a Traffic Control Deficiency charge. The deficiency charge will be calculated as outlined in Article 105.03 of the Standard Specifications. The Contractor will be assessed this daily charge for each day a deficiency is documented by the Engineer.

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## Storm Water Pollution Prevention Plan

Route	F.A.U. Route 341 (Brandon Road)	Marked Rte.	County Highway 42
Section	04-00090-07 BR	Project No.	BRS-0197(109)
County	WILL	Contract No.	63442

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency for storm water discharges from Construction Site Activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Bruce D. Gould
County Engineer
Will County Department of Highways Agency

ature 1 300T Date

#### I. Site Description:

A. The following is a description of the project location:

The work under this contract will be completed on property located in unincorporated Joliet Township, Will County, IL on Brandon Road over the Des Plaines River.

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

Brandon Road Rehabilitation Project.

- 1) Installation of erosion control, silt fence and turbidity curtain.
- 2) Removal and replacement of existing deck, abutment backwalls, wingwalls.
- 3) Remove existing south concrete slope wall and replace with proposed riprap slope wall
- 4) Remove temporary erosion and sediment control measures.
- C. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading:

There are no major excavation or grading activites that will disturb the existing ground. Minor grading and turf reestablishment will be required after structural removal and replacement work.

D. The total area of the construction site is estimated to be 0.66 acres.

The total area of the site that is estimated will be disturbed by excavation, grading or other activities is 0.04 acres.

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

0.87

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F. The following is a description of the soil types found at the project site followed by information regarding their erosivity:

Per the Natural Resources Conservation Service (NRCS) soil survey, only one type of soil exists within the limits of the project. This soil type is: Romeo Silt Loam, maximum slopes vary from 1:4 to 1:3 along propose bridge slope walls.

G. The following is a description of potentially erosive areas associated with this project:

The soil within disturbed areas includes Romeo Silt Loam. Maximum slopes vary from 1:4 to 1:3 along propose bridge slope walls. There is no evidence that this soil is excessively erosive.

H. The following is a description of soil disturbing activities, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

Minor excavation activities will be required for the removal and replacement of the existing south slope wall and abutment backwall reconstruction. The slopes will range up to 33% over a distance of no more than 25 feet. The maximum LS factor will be 1.86.

- I. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- J. The following is a list of receiving water(s) and the ultimate receiving water(s), and areal extent of wetland acreage at the site. The location of the receiving waters can be found on the erosion and sediment control plans:

The project is located on the Des Plaines River in Will county. The Des Plaines River flows into the Illinois River.

K. The following pollutants of concern will be associated with this construction project:

	Soil Sediment Concrete Concrete Truck Waste Concrete Curing Compounds Solid Waste Debris Paints Solvents Fertilizers / Pesticides		Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) Antifreeze / Coolants Waste water from cleaning construction equipment Other (specify) Other (specify) Other (specify) Other (specify) Other (specify)
--	--	--	--

### II. Controis:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the contractor will be responsible for its implementation as indicated. The contractor shall provide to the resident engineer a plan for the implementation of the measures indicated. The contractor, and subcontractors, will notify the resident engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the permit. Each such contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

### A. Erosion and Sediment Controls

1. Stabilized Practices: Provided below is a description of interim and permanent stabilization practices, including site specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), stabilization measures shall be

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initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of 14 or more calendar days.

a. Where the initiation of stabilization measures by the 7<sup>th</sup> day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

The following Stabilization Practices will be used for this project:

- Preservation of Mature Vegetation
- U Vegetated Buffer Strips
- Protection of Trees
- Temporary Erosion Control Seeding
- Temporary Turf (Seeding, Class 7)
- Temporary Mulching
- Permanent Seeding

Erosion Control Blanket / Mulching

÷.,

- Soddina
- $\boxtimes$ Geotextiles
- Other (specify)
- Other (specify)  $\Box$
- Other (specify) П
  - Other (specify)

Describe how the Stabilization Practices listed above will be utilized:

After bridge work is completed any disturbed turf will be reestablished using the above described items.

 $\boxtimes$ 

2. Structural Practices: Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The following Structural Practices will be used for this project:

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

Describe how the Structural Practices listed above will be utilized:

Part of the bridge work is to replace the existing south slope wall. Perimeter erosion control barrier will be placed to protect existing wetlands from proposed construction activities. As an additional preventative measure, the shoreline will be protected by installation of a turbidity curtain.

- 3. Storm Water Management: Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.
  - a. Such practices may include but are not limited to: stabilized river banks (including riprap), flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

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The practices selected for implementation were determined on the basis of the technical guidance in Section 59-8 (Erosion and Sediment Control) in Chapter 59 (Landscape Design and Erosion Control) of the Illinois Department of Transportation Bureau of Design and Environment Manual. If practices other than those discussed in Section 59-8 are selected for implementation or if practices are applied to situations different from those covered in Section 59-8, the technical basis for such decisions will be explained below.

b. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of Storm Water Management Controls.

Less than 0.05 acres of earthwork will be part of this project. None of this area is an existing drainage course. There are no drainage structures, culverts or other stormwater management devices within the project limits.

#### 4. Other Controls:

a. Vehicle Entrances and Exits - Stabilized construction entrances and exits must be constructed to prevent tracking of sediments onto roadways.

The contractor will provide the resident engineer with a written plan identifying the location of stabilized entrances and exits and the procedures (s)he will use to construct and maintain them.

- Material Delivery, Storage, and Use The following BMPs shall be implemented to help prevent b. discharges of construction materials during delivery, storage, and use:
  - All products delivered to the project site must be properly labeled.
  - Water tight shipping containers and/or semi trailers shall be used to store hand tools, small parts, • and most construction materials that can be carried by hand, such as paint cans, solvents, and grease.
  - A storage/containment facility should be chosen for larger items such as drums and items shipped or stored on pallets. Such material is to be covered by a tin roof or large sheets of plastic to prevent precipitation from coming in contact with the products being stored.
  - Large items such as light stands, framing materials and lumber shall be stored in the open in a general storage area. Such material shall be elevated with wood blocks to minimize contact with storm water runoff.
  - Spill clean-up materials, material safety data sheets, an inventory of materials, and emergency contact numbers shall be maintained and stored in one designated area and each Contractor is to inform his/her employees and the resident engineer of this location.
- c. Stockpile Management BMPs shall be implemented to reduce or eliminate pollution of storm water from stockpiles of soil and paving materials such as but not limited to portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, aggregate sub base, and pre-mixed aggregate. The following BMPs may be considered:
  - Perimeter Erosion Barrier •
  - Temporary Seeding
  - **Temporary Mulch**
  - Plastic Covers •
  - Soil Binders
  - Storm Drain Inlet Protection

The contractor will provide the resident engineer with a written plan of the procedures (s)he will use on the project and how they will be maintained.

d. Waste Disposal. No materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.

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- e. The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.
- f. The contractor shall provide a written and graphic plan to the resident engineer identifying where each of the above areas will be located and how they are to be managed.

#### 5. Approved State or Local Laws

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

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

## III. Maintenance:

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. The resident engineer will provide maintenance guides to the contractor for the practices associated with this project.

The contractor will assign a soil erosion and sediment control manager (SESCM) to the project. His duties will be to supervise the maintenance fo the soil erosion and sedimnet control measures and implementation of this plan.

The following shall be the minimum maintenance required:

1) Vegetative soil erosion measures - The vegetative growth of temporary and permanent seeding, vegetative filters, etc., shall be maintained periodically and supplied adequate watering and fertilizer. The vegetative cover shall be removed and reseeded as necessary.

2) Turbidity Curtain: When the curtain is no longer required, as determined by the engineer, the curtain and all related components shall be removed in such a manner as to avoid trapped sediment from entering the river. Sediment may be removed and the original depth (or plan elevation) restored. Any spoils must be stabilized in an area to be approved by the engineer.

3) Sediment control, silt fence will be examined regularly and repaired as necessary. Sediment shall be removed when it reaches a height equal to 50% of the height of the barrier.

4) Temporary seeding for erosion control will be repaired when bare spots and washouts occur.

5) Stabilized construction entrances shall have sediment build up removed as necessary.

#### IV. Inspections:

The Engineer will provide an independent SESC inspector (ISI). The ISI shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site. Such inspections shall be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall.

A. Disturbed areas, use areas (storage of materials, stockpiles, machine maintenance, fueling, etc.), borrow sites, and waste sites shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Discharge locations or points that are accessible, shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.



- B. The ISI shall provide a detailed narrative that explains the measures to be implemented at the project site and to perform site inspections of the implemented SESC measures to ensure proper installation and regular maintenance of the approved methods. The ISI shall submit digital photographs of the SESC measures to the Corps on a weekly basis during the active and non-active phases of construction that represent the existing conditions of the site. Photographs shall be submitted at the completion of the project once the SESC measures have been removed and the area has been restored to pre-construction conditions. The contact information for the ISI shall be submitted to the Corps via e-mail and/or hard copy prior to the Corps issuance of any permit and prior to commencement of work in jurisdictional areas.
- C. Based on the results of the inspection, the description of potential pollutant sources identified in Section I above and pollution prevention measures identified in Section II above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within ½ hour to 1 week based on the urgency of the situation. The resident engineer will notify the contractor of the time required to implement such actions through the weekly inspection report.
- D. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section IV(B) shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- E. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the resident engineer shall notify the appropriate IEPA Field Operations Section office by email at: <u>epa.swnoncomp@illinois.gov</u>, telephone or fax within 24 hours of the incident. The resident Engineer shall then complete and submit an "Incidence of Noncompliance" (ION) report for the identified violation within 5 days of the incident. The resident engineer shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

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

Illinois Environmental Protection Agency Division of Water Pollution Control Attn: Compliance Assurance Section 1021 North Grand East Post Office Box 19276 Springfield, Illinois 62794-9276

## V. Non-Storm Water Discharges:

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge.

- A. Spill Prevention and Control BMPs shall be implemented to contain and clean-up spills and prevent material discharges to the storm drain system. The contractor shall produce a written plan stating how his/her company will prevent, report, and clean up spills and provide a copy to all of his/her employees and the resident engineer. The contractor shall notify all of his/her employees on the proper protocol for reporting spills. The contractor shall notify the resident engineer of any spills immediately.
- B. Concrete Residuals and Washout Wastes The following BMPs shall be implemented to control residual concrete, concrete sediments, and rinse water:
  - Temporary Concrete Washout Facilities shall be constructed for rinsing out concrete trucks. Signs shall be installed directing concrete truck drivers where designated washout facilities are located.
  - The contractor shall have the location of temporary concrete washout facilities approved by the resident engineer.
  - All temporary concrete washout facilities are to be inspected by the contractor after each use and all spills must be reported to the resident engineer and cleaned up immediately.

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- Concrete waste solids/liquids shall be disposed of properly.
- C. Litter Management A proper number of dumpsters shall be provided on site to handle debris and litter associated with the project. The Contractor is responsible for ensuring his/her employees place all litter including marking paint cans, soda cans, food wrappers, wood lathe, marking ribbon, construction string, and all other construction related litter in the proper dumpsters.
- D. Vehicle and Equipment Cleaning Vehicles and equipment are to be cleaned in designated areas only, preferably off site.
- E. Vehicle and Equipment Fueling A variety of BMPs can be implemented during fueling of vehicles and equipment to prevent pollution. The contractor shall inform the resident engineer as to which BMPs will be used on the project. The contractor shall inform the resident engineer how (s)he will be informing his/her employees of these BMPs (i.e. signs, training, etc.). Below are a few examples of these BMPs:
  - Containment
  - Spill Prevention and Control
  - Use of Drip Pans and Absorbents
  - Automatic Shut-Off Nozzles
  - Topping Off Restrictions
  - Leak Inspection and Repair
- F. Vehicle and Equipment Maintenance On site maintenance must be performed in accordance with all environmental laws such as proper storage and no dumping of old engine oil or other fluids on site.

## VI. Failure to Comply:

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



The Resident Engineer is to make copies of this form and every contractor and sub-contractor will be required to complete their own separate form.

Route	F.A.U. ROUTE 341 (BRANDON ROAD)	Marked Rt.	COUNTY HWY 42
Section	04-00090-07 BR	Project No.	BRS-0197(109)
County	WILL	Contract No.	63442

This certification statement is part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in the Storm Water Pollution Prevention Plan for the above mentioned project; I have provided all documentation required to be in compliance with the ILR10 and Storm Water Pollution Prevention Plan and will provide timely updates to these documents as necessary.

Contractor

Sub-Contractor

Print Name

Title

Name of Firm

Street Address

Signature

Date

Telephone

City/State/ZIP

Printed 2/5/2010

# NOTICE OF INTENT (NOI)

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This Form R	Peplaces Form 3510-9 (8-98)
Refer to the	Following Pages for Instructions
NPDES	United States Environmental Protection Agency Washington, DC 20460 Notice of Intent (NOI) for Storm Waster Discharger
FORM	Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity Under an NPDES General Permit
Submission of this	Notice of Intent (NOI) constitutes notice that the next site with the sector of the se
NOI also constitute	es notice that the party identified in Section I of this form. Submission of this
terminate coverage instructions at the	e as detailed in the CGP. To obtain authorization we much the construction activity until you are eligible to
I. Permit Number	
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II. Operator Infor	mation
Name:	
IRS Employer Identi	fication Number (EIN):
Mailing Address:	
Street:	
City:	State:         Zip Code:         I
Phone:	Fax (optional):
E-mail:	
III. Project/Site Inf	ormation
Project/Site Name:	
Project Street/Locatio	n:
City:	State:          Zip Code:
County or similar gove	
Latitude/Longitude (Us	se one of three possible formats, and specify method)
Latilude 1°_	N (degrees, minutes, seconds) Longitude 1 W (degrees, minutes, seconds)
	^ N (degrees, minutes, decimal)       2^ W (degrees, minutes, decimal)        ^ N (degrees decimal)       3 W (degrees decimal)
Method: 🔲 U.S.G.	S. topographic map EPA web site GPS Other:
If you use	d a U.S.G.S. topographic map, what was the scale?
Project located in India	
lf yes, nam	ne of reservation, or if not part of a reservation, put "Not Applicable:"
stimated Project Start	Date:
	Month Day Year Month Day Year
stimated Area to be D	isturbed (to the nearest quarter acre):

· 1;	
IV. SWPPP Information	
Has the SWPPP been prepared in advance of filing this NOI?	
Location of SWPP for Viewing: Address in Section II Address in Section III Other	
SWPPP Street:	
City: Zip Code: Zip Code:	-
SWPPP Contact Information (if different than that in Section II):	╶┥╾┙╵└╼ <u>┤╶╷</u> ╴╎╶┙
Name:	
Phone: Fax (optional):	
V. Discharge Information	
Identify the name(s) of waterbodies to which you discharge	나박(1943) 전 11 
	· · · · · · · · · · · · · · · · · · ·
Is this discharge consistent with the assumptions and requirements of applicable EPA approved or established TMDL(s)?	S INC
VI. Endangered Species Protection	
Under which criterion of the permit have you satisfied your ESA eligibility obligations?	enderen i Annelik en det en det Annelik
If you select criterion F, provide permit tracking number of operator under which you are certifying eligibility:	
VII. Certification Information	
certify under penalty of law that this document and all attachments were prepared under my direction or supervision in acc system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on n person or persons who manage the system, or those persons directly responsible for gathering the information, the informa s, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for s information, including the possibility of fine and imprisonment for knowing violations.	ny inquiry of the
Print Name:	
ignature: Date: Date:	
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OI Preparer (Complete if NOI was prepared by someone other than the certifier)	
repared by:	
rganization:	
none:	

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## JACK AND REMOVE EXISTING BEARINGS Effective: April 20, 1994

Revised: January 1, 2007

<u>Description</u>: This work consists of furnishing all labor, tools and equipment for jacking and supporting the existing beams/slab while removing the bearing assembly. The Contractor is responsible for the complete design of the bridge lifting procedures and the materials used. The Contractor shall furnish and place all bracing, shoring, blocking, cribbing, temporary structural steel, timber, shims, wedges, hydraulic jacks, and any other materials and equipment necessary for safe and proper execution of the work. The Contractor shall remove and dispose of the bearings according to Article 501.05 of the Standard Specifications.

<u>Construction Requirements:</u> The Contractor shall submit details and calculations of his/her proposed jacking systems and temporary support procedures for approval by the Engineer before commencing work. At any time during the bridge raising operations, the Engineer may require the Contractor to provide additional supports or measures in order to furnish an added degree of safety. The Contractor shall provide such additional supports or measures at no order additional protection will in any way relieve the Contractor of sole responsibility for the safety of lives, equipment and structure.

(a) Jack and Remove Existing Bearings with bridge deck in place. Jacking and cribbing under and against the existing diaphragms, if applicable, will not be allowed. The Contractor's jacking plans and procedures shall be designed and sealed by an Illinois Licensed Structural Engineer.

In all cases, traffic shall be removed from the portion of the structure to be jacked prior to and during the entire time the load is being supported by the hydraulic pressure of the jack(s). The minimum jack capacity per beam shall be as noted in the plans. Whenever possible, traffic shall be kept off that portion of the structure during the entire bearing replacement operation. The shoring or cribbing supporting the beam(s) during bearing replacement shall be designed to support the dead load plus one half of the live load and impact shown in the plans. If traffic cannot be kept off that portion of the structure during the bearing replacement then the shoring or cribbing supporting the beam(s) shall be designed to support the dead load and full live load and impact shown in the plans.

No jacking shall be allowed during the period of placement and cure time required for any concrete placed in the span(s) contributing loads to the bearings to be jacked and removed.

Jacking shall be limited to 1/8 in. (4 mm) maximum when jacking one bearing at a time. Simultaneous jacking of all beams at one support may be performed provided the maximum lift is 1/4 in. (7 mm) and the maximum differential displacement between adjacent beams is 1/8 in. (4 mm). Suitable gauges for the measurement of superstructure movement shall be furnished and installed by the Contractor.

(b) Jack and Remove Existing Bearings when entire bridge deck is removed. Jacking and bearing removal shall be done after the removal of the existing bridge deck is complete. The Contractor's plans and procedures for the proposed jacking and cribbing system shall be designed and sealed by an Illinois Licensed Structural Engineer, unless jacking can be accomplished directly from the bearing seat under the beams or girders.

Jacking shall be limited to 1/4 in. (7 mm) maximum when jacking one beam at a time. Simultaneous jacking of all beams at one support may be performed provided the maximum lift is 3/4 in. (19 mm) and the maximum differential displacement between adjacent beams is 1/4 in. (7 mm). When staged construction is utilized, simultaneous jacking of all beams shall be limited to 1/4 in. (7 mm) unless the diaphragms at the stage line are disconnected, in which case the maximum lift is 3/4 in. (19 mm). Suitable gauges for the measurement of superstructure movement shall be furnished and installed by the Contractor.

The Contractor shall be responsible for restoring to their original condition, prior to jacking, the drainage ditches, pavement, or slopewall disturbed by the cribbing footings.

Basis of Payment: This work will be paid for at the contract unit price each for JACK AND REMOVE EXISTING BEARINGS.

# CLEANING AND PAINTING NEW METAL STRUCTURES

Effective Date: September 13, 1994 Revised Date: January 22, 2010

<u>Description.</u> The material and construction requirements that apply to cleaning and painting new structural steel shall be according to the applicable portion of Sections 506 of the Standard Specifications except as modified herein. The three coat paint system shall be the system as specified on the plans and as defined herein. Unless stated otherwise, requirements imposed on the "Contactor" in this specification apply to both the shop painting contractor and the field painting contractor.

<u>Materials.</u> All materials to be used on an individual structure shall be produced by the same manufacturer. The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material must be tested and approved by that bureau before use.

The paint materials shall meet the requirements of the following articles of the Standard

<u>Item</u>

nem	<u>Article</u>
(a) Inorganic Zinc-Rich Primer (b) Waterborne Acrylic	1008.02 1008.04
(c) Aluminum Epoxy Mastic	1008.04
(d) Organic Zinc-Rich Primer (Note 1)	1008.03
(e) Epoxy Intermediate (Note 1)	

(f) Aliphatic Urethane (Note 1)

Note 1: These material requirements shall be according to the Special Provision for the Organic Zinc-Rich Paint System.

<u>Submittals.</u> At least 30 days prior to beginning shop or field painting respectively, the Contractor shall submit for the Engineer's review and acceptance, the following applicable plans, certifications and information for completing the field work. Painting work shall not proceed until the submittals are accepted by the Engineer. Qualifications, certifications and QC plans for shop and field cleaning and painting shall be available for review by the QA Inspector.

- a) Contractor Shop Qualifications. Except for miscellaneous steel items such as bearings, side retainers, expansion joint devices, and other items allowed by the Engineer, or unless stated otherwise in the contract, the shop painting Contractors-shall be certified to perform the work as follows: the shop painting Contractor shall possess AISC Sophisticated Paint Endorsement or SSPC-QP3 certification. Evidence of current qualifications shall be provided.
- b) Contractor Field Qualifications. Unless indicated otherwise on the contract plans, the field painting contractor shall possess current SSPC QP1 certification. Evidence of current qualifications shall be provided. The Contractor shall maintain certified status throughout the duration of the painting work under the contract. The Department reserves the right to

accept Contractors documented to be currently enrolled in the SSPC-QP7, Painting Contractor Introductory Program, in lieu of the QP certifications noted above.

c) QC Personnel Qualifications. Personnel managing the shop and field Quality Control program(s) for this work shall possess a minimum classification as a National Association of Corrosion Engineers (NACE) Coating Inspector Level 2-Certified, or shall provide evidence of successful inspection of 3 projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and/or experience shall be provided, including names, addresses and telephone numbers of contact persons employed by the bridge owner.

The personnel performing the QC tests for this work shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided. The QC personnel shall not perform hands on surface preparation or paint activities unless otherwise approved by the Engineer. Painters shall perform wet film thickness measurements, with QC personnel conducting random spot checks of the wet film thickness Contractor shall not replace the QC personnel assigned to the project without advance notice to the Engineer, and acceptance of the replacement(s), by the Engineer.

- d) Quality Control (QC) Program. The shop and field QC Programs shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The shop program shall include a copy of the quality control form(s) that will be completed daily. The field program shall incorporate the IDOT Quality Control Daily Report form, as supplied by the Engineer.
- e) Field Cleaning and Painting Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.
- f) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for solvent cleaning, abrasive blast cleaning, washing, and power tool cleaning. The plan shall include the manufacturer's names of the materials that will be used, including Product Data Sheets and Material Safety Data Sheets (MSDS).

A letter or written instructions from the coating manufacturer shall be included, indicating the required drying time for each coat at the minimum, normal, and maximum application temperatures before the coating can be exposed to temperatures or moisture conditions that are outside of the published application parameters. Application shall be performed in accordance with the coating manufacturer's instructions.

<u>Quality Control (QC) Inspections.</u> The Contractor shall perform first line, in process QC inspections of each phase of the work. The submitted and accepted QC Program(s) shall be used to insure that the work accomplished complies with these specifications. The shop painting Contractor shall use their forms as supplied in their submittal. These shop reports shall

be made available for review when requested by the Engineer. The field painting Contractor shall use the IDOT Quality Control Daily Report form supplied by the Engineer to record the results of quality control tests. These field reports shall be turned into the Engineer before work resumes the following day.

The Contractor shall supply all necessary equipment to perform the QC inspections. Equipment shall include the following at a minimum:

- Psychrometer or comparable equipment for the measurement of dew point and relative humidity, together with all necessary weather bureau tables or psychrometric charts.
- Surface temperature thermometer.
- Bresle Cell Kits or CHLOR\*TEST kits for chloride determinations, or equivalent.(only required when erected steel is exposed through the winter prior to field painting.)
- Wet Film Thickness Gage.
- Blotter paper for compressed air cleanliness checks.
- Type 2 Magnetic Dry Film Thickness Gage per SSPC PA2.
- Calibration standards for dry film thickness gage.
- Light meter for measuring light intensity during cleaning, painting, and inspection activities.

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- All applicable ASTM and SSPC Standards used for the work.
- Commercially available putty knife of a minimum thickness of 40 mils (1 mm) and a width between 1 and 3 in. (25 and 75 mm). Note that the putty knife is only required in touch-up areas where the coating is being feathered and must be tested with a dull putty knife.

The instruments shall be calibrated by the Contractor's personnel according to the equipment manufacturer's recommendations and the Contractor's QC Program. All inspection equipment shall be made available to the Engineer for QA observations on an as needed basis.

<u>Quality Assurance (QA) Observations</u>. The Engineer may conduct QA observations of any or all phases of the shop or field work. The Engineer's observations in no way relieve the Contractor of the responsibility to provide all necessary daily QC inspections of his/her own and to comply with all requirements of this Specification.

<u>Inspection Access and Lighting.</u> The Contractor shall facilitate the Engineer's observations as required, including allowing ample time to view the work. The field Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

- Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.
- Platforms suspended from the structure comprised of trusses or other stiff supporting members and including rails and kick boards.
- Simple catenary supports are permitted only if independent life lines for attaching a fall arrest system according to Occupational Safety and Health Administration (OSHA) regulations are provided.

When the surface to be inspected is more than 6 ft. (1.8 m) above the ground or water surface, and fall protection is not provided (e.g. guardrails) the Contractor shall provide the Engineer with a safety harness and a lifeline according to OSHA regulations. The lifeline and attachment shall not direct the fall into oncoming traffic. The Contractor shall provide a method of attaching the lifeline to the structure independent of the inspection facility or any support of the platform. When the inspection facility is more than 2 1/2 ft. (800 mm) above the ground, the Contractor shall provide an approved means of access onto the platform.

The Contractor shall provide artificial lighting in areas where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot candles (325 LUX). Illumination for cleaning and painting, including the working platforms, access, and entryways shall be at least 20 foot candles (215 LUX).

<u>Construction Requirements for Field Painting.</u> The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the protective devices are not being accomplished, as determined by the Engineer, work shall be immediately suspended until corrections are made. Painted surfaces damaged by any Contractor's operation shall be removed and repainted, as directed by the Engineer, at the Contractor's expense.

The Contractor shall comply with the provisions of the Illinois Environmental Protection Act. Paint drips, spills, and overspray are not permitted to escape into the air or onto any other surfaces or surrounding property not intended to be painted. Containment shall be used to control paint drips, spills, and overspray, and shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur, unless the containment design necessitates action at lower wind speeds. When the containment needs to be attached to the structure, it shall be attached by clamping or similar means. Welding or drilling into the structure shall be prohibited unless otherwise approved by the Engineer in writing. The Contractor shall evaluate project-specific conditions to determine the specific type and extent of containment needed to control the paint emissions and shall submit a plan for containing or controlling paint debris (droplets, spills, overspray, etc.) to the Engineer for approval prior to starting the work. Approval shall not relieve the Contractor of their ultimate responsibility for controlling paint debris from escaping the work zone.

<u>Hold Point Notification for Field Painting.</u> Specific inspection items throughout this specification are designated as Hold Points. Unless other arrangements are made at the project site, the Contractor shall provide the Engineer with a minimum 4-hour notification before a Hold Point inspection will be reached. If the 4-hour notification is provided and the Work is ready for inspection at that time, the Engineer will conduct the necessary observations. If the Work is not ready at the appointed time, unless other arrangements are made, an additional 4-hour notification is required. Permission to proceed beyond a Hold Point without a QA inspection will be granted solely at the discretion of the Engineer, and only on a case by case basis. The Engineer has the right to reject any work that was performed without adequate provision for QA observations.

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<u>Field Surface Preparation (HOLD POINT).</u> The following processes shall be used to prepare the shop-coated steel surfaces for field painting.

1. <u>Low Pressure Water Cleaning and Solvent Cleaning</u>. The Contractor shall notify the Engineer 24 hours in advance of beginning surface preparation operations.

Washing shall involve the use of potable water at a minimum of 1000 psi (7 MPa) and less than 5000 psi (34 MPa) according to "Low Pressure Water Cleaning" of SSPCSP12. Paint spray equipment shall not be used to perform the water cleaning. The cleaning shall be performed in such a manner as to remove dust, dirt, chalk, insect and animal nests, bird droppings, and other foreign matter prior to solvent cleaning.

If detergents or other additives are added to the water, the detergents/additives shall be included in the submittals and not used until accepted by the Engineer. When detergents or additives are used, the surface shall be rinsed with potable water before the detergent water dries.

After washing has been accepted by the Engineer, all traces of asphaltic cement, oil, grease, diesel fuel deposits, and other soluble contaminants which remain on the steel surfaces to be painted shall be removed according to SSPC – SP1 Solvent Cleaning, supplemented with scraping (e.g., to remove large deposits of asphaltic cement) as required. The solvent(s) used for cleaning shall be compatible with the primer. The Contractor shall identify the proposed solvent(s) in the submittals. If the primer is softened, wrinkled, or shows other signs of attack from the solvents, the Contractor shall immediately discontinue their use. The name and composition of replacement solvents, together with MSDS, shall be submitted for Engineer acceptance prior to use. If solvent cleaning/scraping is not successful in removing the foreign matter, the Contractor shall use other methods identified in SP1, such as steam cleaning as necessary.

- 2. <u>Water Cleaning Between Coats.</u> When foreign matter has accumulated on a newly applied coat, washing shall be performed prior to the application of subsequent coats.
- 3. <u>Power Tool Cleaning of Shop-Coated Steel.</u> Damaged and rusted areas shall be spot cleaned according Power Tool Cleaning SSPC-SP3 (Modified). The edges of the coating surrounding the spot repairs shall be feathered. A power tool cleaned surface shall be free of all loose rust, loose and peeling paint, and loose rust that is bleeding through and/or penetrating the coating. All locations of visible corrosion and rust bleed, and lifting or loose paint shall be prepared using the power tools.

Upon completion of the cleaning, rust, rust bleed, and surrounding paint are permitted to remain if they cannot be lifted using a dull putty knife.

<u>Field Soluble Salt Remediation (HOLD POINT)</u>. If the erected steel is exposed to winter weather prior to field painting, the Contractor shall implement surface preparation procedures and processes that will remove chloride from the surfaces prior to field painting. Surfaces that may be contaminated with chloride include, but are not limited to, expansion joints and all areas that are subject to roadway splash or run off such as fascia beams and stringers.

Methods of chloride removal may include, but are not limited to, steam cleaning or pressure washing with or without the addition of a chemical soluble salt remover as approved by the coating manufacturer, and scrubbing before or after initial paint removal. The water does not need to be collected. The Contractor shall provide the proposed procedures for chloride remediation in the Surface Preparation/Painting Plan.

Upon completion of the chloride remediation steps, the Contractor shall use cell methods of field chloride extraction and test procedures (e.g., silver dichromate) accepted by the Engineer, to test representative surfaces for the presence of remaining chlorides. Remaining chloride levels shall be no greater than 7µg/sq cm as read directly from the surface without any multiplier applied to the results. The testing must be performed, and the results must be acceptable.

<u>Surface and Weather Conditions (HOLD POINT)</u>. Surfaces to be painted after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture does not come in contact. with surfaces cleaned or painted that day.

Prepared surfaces, shall meet the requirements of the respective degrees of cleaning immediately prior to painting, and shall be painted before rusting appears on the surface. If rust appears or bare steel remains unpainted for more than 12 hours, the affected area shall be prepared again at the expense of the Contractor.

The surface temperature shall be at least 5°F (3°C) above the dew point during final surface preparation operations. The paint manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat, and for the minimum and maximum time between coats.

The Contractor shall monitor temperature, dew point, and humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. The Engineer has the right to reject any work that was performed under unfavorable weather conditions. Rejected work shall be removed, and repainted at the Contractor's expense.

<u>Seasonal Restrictions on Field Cleaning and Painting.</u> Field cleaning and painting work shall be accomplished between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

**Inorganic Zinc-rich/ Waterborne Acrylic Paint system.** This system shall be for shop and field application of the coating system. Shop application of the intermediate and top coats will not be allowed.

In the shop, all structural steel designated to be painted shall be given one coat of inorganic zinc rich primer. In the field, before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed as specified above. All damaged shop primed areas shall be spot cleaned per

SSPC-SP3 Modified, All damaged areas and all installed fasteners shall be fully primed with aluminum epoxy mastic. The structural steel shall then receive one full intermediate coat and one full topcoat of waterborne acrylic paint.

- a) Coating Dry Film Thickness (dft), measured according to SSPC-PA2:
  - a. Zinc Primer: 3 mils (75 microns) min., 6 mils (150 microns) max.
  - b. Epoxy Mastic (spot coat): 5 mils (125 microns) min., 7 mils (180 microns) max.
  - c. Intermediate Coat: 2 mils (50 microns) min., 4 mils (100 microns) max.
  - d. Topcoat: 2 mils (50 microns) min., 4 mils (100 microns) max.
- b) The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 7 and 14 mils (180 and 355 microns).
- c) The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.
- d) Damage to the completed paint system shall be spot cleaned using SSPC-SP3 (Modified). The cleaned areas shall be spot painted with a penetrating sealer as recommended by the manufacturer, which shall overlap onto the existing topcoat. Then the aluminum epoxy mastic shall be spot applied not to go beyond the area painted with the sealer. The acrylic intermediate and topcoat shall be spot applied to the mastic with at least a 6 inch (150 mm) overlap onto the existing topcoat.

**Organic Zinc-Rich/ Epoxy/ Urethane Paint System.** This system shall be for full shop application of the coating system, or when specified on the plans, for the application of two coats in the shop with the finish coat applied in the field. All contact surfaces shall be masked off prior to shop-application of the intermediate and top coats.

In addition to the requirements of Section 3.2.9 of the AASHTO/AWS D1.5/D1.5:2002 Bridge Welding Code (breaking thermal cut corners of stress carrying members), rolled and thermal cut corners to be painted with organic zinc primer shall be broken if they are sharper than a 1/16 in. (1.5 mm) radius. Corners shall be broken by a single pass of a grinder or other suitable device at a 45 degree angle to each adjoining surface prior to final blast cleaning, so the resulting corner approximates a 1/16 in. (1.5 mm) or larger radius after blasting. Surface anomalies (burrs, fins, deformations) shall also be treated to meet this criteria before priming.

In the shop, all structural steel designated to be painted shall be given one coat of organic zinc rich primer, one coat of epoxy intermediate, and unless stated otherwise in the plans, one coat of urethane finish. Before the application of the field coats, the shop coats and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed as specified above to remove dirt, oil, lubricants, oxidation products, and foreign substances. All damaged shop coated areas shall then be spot cleaned per SSPC-SP3 (Modified). The surrounding coating at each repair location shall be feathered for a minimum distance of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared areas and the existing coating. The existing coating in the feathered area shall be roughened to insure proper adhesion of the repair coats.

All damaged areas and all newly installed fasteners shall be fully primed with epoxy mastic. One intermediate coat of epoxy shall be applied over the epoxy mastic and on exposed shop primer. One topcoat of aliphatic urethane shall be applied to all areas where the intermediate coat is visible, whether the intermediate coat was applied in the shop or in the field. The field applied coats shall only overlap onto the existing finish coat where sanding has been performed.

When the plans require the urethane coat to be applied in the field, the maximum recoat time for the intermediate coat shall be observed. If the recoat time for the intermediate coat is exceeded, the Contractor shall remove the shop-applied system, or submit for approval by the Engineer, written recommendations from the coating manufacturer for the procedures necessary to extend that recoat window or otherwise prepare the intermediate coat to receive the finish.

- (a) Coating Dry Film Thickness (dft), measured according to SSPC-PA2: Organic Zinc-Rich Primer: 3 mils (75 microns) min., 5 mils (125 microns) max. Aluminum Epoxy Mastic (spot coat): 5 mils (125 microns) min., 7 mils (180 microns) max. Epoxy Intermediate Coat: 3 mils (75 microns) min., 6 mils (150 microns) max. Aliphatic Urethane Top Coat: 2.5 mils (65 microns) min., 4 mils (100 microns) max.
- (b) The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 8.5 and 15 mils (215 and 375 microns).
- (c) All faying surfaces of field connections shall be masked off after priming and shall not receive the intermediate or top coats in the shop. The intermediate and top coats for field connections shall be applied, in the field, after erection of the structural steel is completed.

### Special Instructions.

Painting Date/System Code. At the completion of the work, the Contractor shall stencil in contrasting color paint the date of painting the bridge, the painting Contractors name, and the paint type code from the Structure Information and Procedure Manual for the system used. The letters shall be capitals, not less than 2 in. (50 mm) and not more than 3 in. (75 mm) in height. When all coats are applied in the shop the shop Contractor shall do the stenciling. When 1 or more coats are applied in the field, the field contractor shall do the stenciling.

The stencil shall contain the following wording "PAINTED BY (insert the name of the painting Contractor)" and shall show the month and year in which the painting was completed, followed by "CODE S" for the Inorganic Zinc/ Acrylic System, "CODE X" for the Organic Zinc/ Epoxy/ Urethane System (field applied finish coats), "CODE AB" for the Organic Zinc/ Epoxy/ Urethane System (shop applied), all stenciled on successive lines. This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near both ends of the bridge facing traffic, or at some equally visible surface

<u>Method of Measurement.</u> Shop cleaning and painting new structures will not be measured for payment. Field cleaning and painting will not be measured for payment except when performed under a contract that contains a separate pay item for this work.

Basis of Payment. This work will be paid for according to Article 506.07.

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#### CLEANING AND PAINTING EXISTING STEEL STRUCTURES

Effective: October 2, 2001 Revised: May 11, 2009

<u>Description.</u> This work shall consist of the preparation of all designated metal surfaces by the method(s) specified on the plans. This work also includes the painting of those designated surfaces with the paint system(s) specified on the plans. The Contractor shall furnish all materials, equipment, labor, and other essentials necessary to accomplish this work and all other work described herein and as directed by the Engineer.

<u>Materials.</u> All materials to be used on an individual structure shall be produced by the same manufacturer.

The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material, except for the penetrating sealer, must be tested and approved before use. The specified colors shall be produced in the coating manufacturer's facility. Tinting of the coating after it leaves the manufacturer's facility is not sallowed.

The paint materials shall meet the following requirements of the Standard Specification and as noted below:

<u>ltem</u>	<u>Article</u>
(a) Waterborne Acrylic	1008.04
(b) Aluminum Epoxy Mastic	1008.03
(c) Organic Zinc Rich Primer (Note 1)	

(d) Epoxy/ Aliphatic Urethane (Note 1)

- (e) Penetrating Sealer (Note 2)
- (f) Moisture Cured Zinc Rich Urethane Primer (Note 3)
- (g) Moisture Cured Aromatic/Aliphatic Urethane (Note 3)
- (h) Moisture Cured Penetrating Sealer (Note 4)
- Note 1: These material requirements shall be according to the Special Provision for the Organic Zinc-Rich Paint System.
- Note 2: The Epoxy Penetrating Sealer shall be a cross-linked multi component sealer. The sealer shall have the following properties:
  - (a) The volume solids shall be 98 percent (plus or minus 2 percent).
  - (b) Shall be clear or slightly tinted color.
- Note 3: These material requirements shall be according to the Special Provision for the Moisture Cured Urethane Paint System.

Note 4: The Moisture Cured Penetrating Sealer manufacturer's certification will be required.

<u>Submittals.</u> The Contractor shall submit for Engineer review and acceptance, the following plans and information for completing the work. The submittals shall be provided within 30 days of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification.

- a) Contractor/Personnel Qualifications. Evidence of Contractor qualifications and the names and qualifications/experience/training of the personnel managing and implementing the Quality Control program and conducting the quality control tests.
- b) Quality Control (QC) Program. The QC Program shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The program shall incorporate at a minimum, the IDOT Quality Control Daily Report form as supplied by the Engineer.
- c) Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.
- d) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for washing, hand/power tool cleaning, removal of rust, mill scale, paint or foreign matter, abrasive blast or water jetting, and remediation of chloride. If detergents, additives, or inhibitors are incorporated into the water, the Contractor shall include the names of the materials and Material Safety Data Sheets (MSDS). The Contractor shall identify the solvents proposed for solvent cleaning together with MSDS.

The plan shall also include the methods of coating application and equipment to be utilized.

If the Contractor proposes to heat or dehumidify the containment, the methods and equipment proposed for use shall be included in the Plan for the Engineer's consideration.

e) Paint Manufacturer Certifications and Letters. When a sealer is used, the Contractor shall provide the manufacturer's certification of compliance with IDOT testing requirements listed under "Materials" above. A certification regarding the compatibility of the sealer with the specified paint system shall also be included.

When rust inhibitors are used, the Contractor shall provide a letter from the coating manufacturer indicating that the inhibitor is compatible with, and will not adversely affect the performance of the coating system.

If the use of a chemical soluble salt remover is proposed by the Contractor, provide a letter from the coating manufacturer indicating that the material will not adversely effect the performance of the coating system.

The paint manufacturer's application and thinning instructions, MSDS and product data sheets shall be provided, with specific attention drawn to storage temperatures, and the temperatures of the material, surface and ambient air at the time of application. A letter or written instructions from the coating manufacturer shall be provided indicating the length of time that each coat must be protected from cold or inclement weather (e.g.,

f) Abrasives. Abrasives to be used for abrasive blast cleaning, including MSDS. For expendable abrasives, the Contractor shall provide certification from the abrasive supplier that the abrasive meets the requirements of SSPC-AB1. For steel grit abrasives, the certification shall indicate that the abrasive meets the requirements of SSPC-AB3.

exposure to rain) during its drying period.

- g) Protective Coverings. Plan for containing or controlling paint debris (droplets, spills, overspray, etc.). Any tarpaulins or protective coverings proposed for use shall be fire retardant. For submittal requirements involving the containment used to remove lead paint, the Contractor shall refer to Special Provision for Containment and Disposal of Lead Paint Cleaning Residues.
- Progress Schedule. Progress schedule shall be submitted per Article 108.02 and shall identify all major work items (e.g., installation of rigging/containment, surface preparation, and coating application).

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any paint removal work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the programs does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations and this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

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<u>Contractor Qualifications.</u> When indicated on the plans, for non lead abatement projects, the painting Contractor shall possess current SSPC-QP1 certification. For lead abatement projects the Contractor shall also possess current SSPC-QP2 certification. The Contractor shall maintain certified status throughout the duration of the painting work under the contract. The Department reserves the right to accept Contractors documented to be currently enrolled in the SSPC-QP7, Painting Contractor Introductory Program, Category 2, in lieu of the QP certifications noted above.

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<u>Quality Control (QC) Inspections.</u> The Contractor shall perform first line, in process QC inspections. The Contractor shall implement the submitted and accepted QC Program to insure that the work accomplished complies with these specifications. The designated Quality Control inspector shall be onsite full time during any operations that affect the quality of the coating system (e.g., surface preparation and chloride remediation, coating mixing and application, and evaluations between coats and upon project completion). The Contractor shall use the IDOT Quality Control Daily Report form supplied by the Engineer to record the results of quality control tests. The completed reports shall be turned into the Engineer before work resumes the following day.

Contractor QC inspections shall include, but not be limited to the following:

- Suitability of protective coverings and the means employed to control project debris and paint spills, overspray, etc.
- Ambient conditions
- Surface preparation (solvent cleaning, pressure washing including chalk tests, hand/power tool or abrasive blast cleaning, etc.)
- Chloride remediation
- Coating application (specified materials, mixing, thinning, and wet/dry film thickness)
- Recoat times and cleanliness between coats
- Coating continuity and coverage (freedom from runs, sags, overspray, dryspray, pinholes, shadow-through, skips, misses, etc.)

The personnel managing the Contractor's QC Program shall possess a minimum classification as a National Association of Corrosion Engineers (NACE) Coating Inspector Level 2 - Certified, or shall provide evidence of successful inspection of 3 projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and/or experience shall be provided. References for experience shall be provided and shall include the name, address, and telephone number of a contact person employed by the bridge owner.

The personnel performing the QC tests shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided. The QC personnel shall not perform hands on surface preparation or painting activities. Painters shall perform wet film thickness measurements, with QC personnel conducting random spot checks of the wet film. The Contractor shall not replace the QC personnel assigned to the project without advance notice to the Engineer, and acceptance of the replacement(s), by the Engineer.

The Contractor shall supply all necessary equipment to perform the QC inspections. Equipment shall include the following at a minimum:

- Psychrometer or comparable equipment for the measurement of dew point and relative humidity, together with all necessary weather bureau tables or psychrometric charts.
- Surface temperature thermometer
- SSPC Visual Standards VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning; SSPC-VIS 3, Visual Standard for Power and Hand-Tool Cleaned Steel; SSPC-VIS 4, Guide and Reference Photographs for Steel

Prepared by Water Jetting, and/or SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning, as applicable.

- Commercially available putty knife of a minimum thickness of 40 mils (1mm) and a width between 1 and 3 in. (25 and 75 mm). Note that the putty knife is only required for projects in which the existing coating is being feathered and must be tested with a dull putty knife.
- Testex Press-O-Film Replica Tape and Spring Micrometer
- Bresle Cell Kits or CHLOR\*TEST kits for chloride determinations, or equivalent
- Wet Film Thickness Gage
- Blotter paper for compressed air cleanliness checks
- Type 2 Electronic Dry Film Thickness Gage per SSPC PA2, Measurement of Dry Coating Thickness with magnetic Gages
- Calibration standards for dry film thickness gage
- Light meter for measuring light intensity during paint removal, painting, and inspection activities
- All applicable ASTM and SSPC Standards used for the work (reference list attached)

The instruments shall be calibrated by the Contractor's personnel according to the equipment manufacturer's recommendations and the Contractor's QC Program. All inspection equipment shall be made available to the Engineer for QA observations on an as needed basis.

<u>Hold Point Notification</u>. Specific inspection items throughout this specification are designated as Hold Points. Unless other arrangements are made at the project site, the Contractor shall provide the Engineer with a minimum 4-hour notification before a Hold Point inspection will be reached. If the 4-hour notification is provided and the Work is ready for inspection at that time, the Engineer will conduct the necessary observations. If the Work is not ready at the appointed time, unless other arrangements are made, an additional 4-hour notification is required. Permission to proceed beyond a Hold Point without a QA inspection will be granted solely at the discretion of the Engineer, and only on a case by case basis.

<u>Quality Assurance (QA) Observations</u>. The Engineer will conduct QA observations of any or all phases of the work. The presence or activity of Engineer observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of his/her own and to comply with all requirements of this Specification.

The Engineer has the right to reject any work that was performed without adequate provision for QA observations.

<u>Inspection Access and Lighting.</u> The Contractor shall facilitate the Engineer's observations as required, including allowing ample time to view the work. The Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

• Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.

- Platforms suspended from the structure comprised of trusses or other stiff supporting members and including rails and kick boards.
- Simple catenary supports are permitted only if independent life lines for attaching a fall arrest system according to Occupational Safety and Health Administration (OSHA) regulations are provided.

When the surface to be inspected is more than 6 ft. (1.8 m) above the ground or water surface, and fall protection is not provided (e.g., guardrails are not provided), the Contractor shall provide the Engineer with a safety harness and a lifeline according to OSHA regulations. The lifeline and attachment shall not direct the fall into oncoming traffic. The Contractor shall provide a method of attaching the lifeline to the structure independent of the inspection facility or any support of the platform. When the inspection facility (e.g., platform) is more than 2 1/2 ft. (800 mm) above the ground, the Contractor shall provide an approved means of access onto the platform.

The Contractor shall provide artificial lighting in areas where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot candles (325 LUX). Illumination for cleaning and painting, including the working platforms, access and entryways shall be at least 20 foot candles (215 LUX).

<u>Surface Preparation and Painting Equipment</u>. All cleaning and painting equipment shall include gages capable of accurately measuring fluid and air pressures and shall have valves capable of regulating the flow of air, water or paint as recommended by the equipment manufacturer. The equipment shall be maintained in proper working order.

Diesel or gasoline powered equipment shall be positioned or vented in a manner to prevent deposition of combustion contaminants on any part of the structure.

Hand tools, power tools, pressure washing, water jetting, abrasive blast cleaning equipment, brushes, rollers, and spray equipment shall be of suitable size and capacity to perform the work required by this specification. All power tools shall be equipped with vacuums and High Efficiency Particulate Air (HEPA) filtration. Appropriate filters, traps and dryers shall be provided for the compressed air used for abrasive blast cleaning and conventional spray application. Paint pots shall be equipped with air operated continuous mixing devices unless prohibited by the coating manufacturer.

<u>Test Sections.</u> Prior to surface preparation, the Contractor shall prepare a test section(s) on each structure to be painted in a location(s) which the Engineer considers to be representative of the existing surface condition and steel type for the structure as a whole. More than one test section may be needed to represent the various design configurations of the structure. The purpose of the test section(s) is to demonstrate the use of the tools and degree of cleaning required (cleanliness and profile) for each method of surface preparation that will be used on the project. Each test section shall be approximately 10 sq. ft. (0.93 sq m). The test section(s) shall be prepared using the same equipment, materials and procedures as the production operations. The Contractor shall prepare the test section(s) to the specified level of cleaning according to

the appropriate SSPC visual standards, modified as necessary to comply with the requirements of this specification. The written requirements of the specification prevail in the event of a conflict with the SSPC visual standards. Only after the test section(s) have been approved shall the Contractor proceed with surface preparation operations. Additional compensation will not be allowed the Contractor for preparation of the test section(s).

For the production cleaning operations, the specifications and written definitions, the test section(s), and the SSPC visual standards shall be used in that order for determining compliance with the contractual requirements.

<u>Protective Coverings and Damage</u>. All portions of the structure that could be damaged by the surface preparation and painting operations (e.g., utilities), including any sound paint that is allowed to remain according to the contract documents, shall be protected by covering or shielding. Tarpaulins drop cloths, or other approved materials shall be employed. The Contractor shall comply with the provisions of the Illinois Environmental Protection Act. Paint drips, spills, and overspray are not permitted to escape into the air or onto any other surfaces or surrounding property not intended to be painted. Containment shall be used to control paint drips, spills, and overspray, and shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur, unless the containment design necessitates action at lower wind speeds. The contractor shall evaluate project-specific conditions to determine the specific type and extent of containment needed to control the paint emissions and shall submit a plan for containing or controlling paint debris (droplets, spills, overspray, etc.) to the Engineer for approval prior to starting the work. Approval shall not relieve the Contractor of their ultimate responsibility for controlling paint debris from escaping the work zone.

When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing. When removing coatings containing lead the containment and disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Lead Paint Cleaning Residues contained elsewhere in this Contract. When removing coatings not containing lead the containment and disposal of the residues shall be as specified in the Special of the residues shall be as specified in the Special Provision for Containment and Beat the containment and Disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of the residues shall be as specified in the Special Provision for Containment and Disposal of Non-Lead Paint Cleaning Residues contained elsewhere in this Contract.

The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the controls or protective devices used by the Contractor are not being accomplished, as determined by the Engineer, work shall be immediately suspended until corrections are made. Damage to vehicles or property shall be repaired by the Contractor at the Contractor's expense. Painted surfaces damaged by any Contractor's operation shall be repaired, removed and/or repainted, as directed by the Engineer, at the Contractor's expense.

<u>Weather Conditions</u>. Surfaces to be painted after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture do not come in contact with surfaces cleaned or painted that day.

- a) The surface temperature shall be at least 5°F (3°C) above the dew point during final surface preparation operations. The manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat.
- b) If the Contractor proposes to control the weather conditions inside containment, proposed methods and equipment for heating and/or dehumidification shall be included in the work plans for the Engineer's consideration. Any heating/dehumidification proposals accepted by the Engineer shall be implemented at no additional cost to the department.
- c) Cleaning and painting shall be done between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

The Contractor shall monitor temperature, dew point, and relative humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. If the weather conditions after application and during drying are forecast to be outside the acceptable limits established by the coating manufacturer, coating application shall not proceed. If the weather conditions are forecast to be borderline relative to the limits established by the manufacturer, monitoring shall continue at a minimum of 4-hour intervals throughout the drying period. The Engineer has the right to reject any work that was performed, or drying that took place, under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

<u>Compressed Air Cleanliness</u>. Prior to using compressed air for abrasive blast cleaning, blowing down the surfaces, and painting with conventional spray, the Contractor shall verify that the compressed air is free of moisture and oil contamination according to the requirements of ASTM D 4285. The tests shall be conducted at least one time each shift for each compressor system in operation. If air contamination is evident, the Contractor shall change filters, clean traps, add moisture separators or filters, or make other adjustments as necessary to achieve clean, dry air. The Contractor shall also examine the work performed since the last acceptable test for evidence of defects or contamination caused by the compressed air. Effected work shall be repaired at the Contractor's expense.

Low Pressure Water Cleaning and Solvent Cleaning (HOLD POINT). The Contractor shall notify the Engineer 24 hours in advance of beginning surface preparation operations.

a) Water Cleaning of Lead Containing Coatings Prior to Overcoating. Prior to initiating any mechanical cleaning such as hand/power tool cleaning on surfaces that are painted with lead, all surfaces to be prepared and painted, and the tops of pier and abutment caps shall be washed. Washing is not required if the surfaces will be prepared by water jetting.

Washing shall involve the use of potable water at a minimum of 1000 psi (7 MPa) and less than 5000 psi (34 MPa) according to "Low Pressure Water Cleaning" of SSPC-

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SP12. Paint spray equipment shall not be used to perform the water cleaning. The cleaning shall be performed in such a manner as to remove dust, dirt, chalk, insect and animal nests, bird droppings, loose paint and other foreign matter prior to solvent cleaning. The water, debris, and any loose paint removed by water cleaning shall be collected for proper disposal. The washing shall be completed no more than 2 weeks prior to surface preparation.

If detergents or other additives are added to the water, the detergents/additives shall be included in the submittals and not used until accepted by the Engineer. When detergents or additives are used, the surface shall be rinsed with potable water before the detergent water dries.

After washing has been accepted by the Engineer, all traces of asphaltic cement, oil, grease, diesel fuel deposits, and other soluble contaminants which remain on the steel surfaces to be painted shall be removed by solvent cleaning according to SSPC – SP1, supplemented with scraping (e.g., to remove large deposits of asphaltic cement) as required. The solvent(s) used for cleaning shall be compatible with the existing cetating system. The Contractor shall identify the proposed solvent(s) in the submittals. If the existing coating is softened, wrinkled, or shows other signs of attack from the solvents, the Contractor shall immediately discontinue their use. The name and composition of replacement solvents, together with MSDS, shall be submitted for Engineer acceptance prior to use.

Under no circumstances shall subsequent hand/power tool cleaning be performed in areas containing surface contaminants or in areas where the Engineer has not accepted the washing and solvent cleaning. Surfaces prepared by hand/power tool cleaning without approval of the washing and solvent cleaning may be rejected by the Engineer. Rejected surfaces shall be recleaned with both solvent and the specified mechanical means at the Contractor's expense.

After all washing and mechanical cleaning are completed, representative areas of the existing coating shall be tested to verify that the surface is free of chalk and other loose surface debris or foreign matter. The testing shall be performed according to ASTM D4214. Cleaning shall continue until a chalk rating of 6 or better is achieved in every case.

- b) Water Cleaning of Non-Lead Coatings Prior to Overcoating. Thoroughly clean the surfaces according to the steps defined above for "Water Cleaning of Lead Containing Coatings Prior to Overcoating," except that the wash water does not need to be collected, and if the shop primer is inorganic zinc, the chalk rating does not apply. All other provisions are applicable.
- c) Water Cleaning/Debris Removal Prior to Total Coating Removal. When total coating removal is specified, water cleaning of the surface prior to coating removal is not required by this specification and is at the option of the Contractor. If the Contractor

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chooses to use water cleaning, and the existing coating contains lead, all water and debris shall be collected for proper disposal.

Whether or not the surfaces are pre-cleaned using water, the tops of the pier caps and abutments shall be cleaned free of dirt, paint chips, insect and animal nests, bird droppings and other foreign matter and the debris collected for proper disposal.

Prior to mechanical cleaning, oil, grease, and other soluble contaminants on bare steel or rusted surfaces shall be removed by solvent cleaning according to SSPC-SP1.

d) Water Cleaning Between Coats. When foreign matter has accumulated on a newly applied coat, washing shall be performed prior to the application of subsequent coats. The water does not need to be collected unless it contacts existing lead containing coatings.

Laminar and Stratified Rust. All laminar and stratified rust that has formed on the existing steel surfaces shall be removed. Pack rust formed along the perimeter of mating surfaces of connected plates or shapes of structural steel shall be removed to the extent feasible without mechanically detaching the mating surface. Any pack rust remaining after cleaning the mating surfaces shall be tight and intact when examined using a dull putty knife. The tools used to remove these corrosion products shall be identified in the submittals and accepted by the Engineer. If the surface preparation or removal of rust results in nicks or gouges, the work shall be suspended, and the damaged areas repaired to the satisfaction of the Engineer, at the Contractor's expense. The Contractor shall also demonstrate that he/she has made the necessary adjustments to prevent a reoccurrence of the damage prior to resuming work.

<u>Surface Preparation (HOLD POINT).</u> One or more of the following methods of surface preparation shall be used as specified on the plans. When a method of surface preparation is specified, it applies to the entire surface, including areas that may be concealed by the containment connection points. In each case, as part of the surface preparation process, soluble salts shall be remediated as specified under "Soluble Salt Remediation". The Contractor shall also note that the surface of the steel beneath the existing coating system may contain corrosion and/or mill scale. Removal of said corrosion and/or mill scale, when specified, shall be considered included in this work and no extra compensation will be allowed.

When a particular cleaning method is specified for use in distinct zones on the bridge, the cleaning shall extend into the existing surrounding paint until a sound border is achieved. The edge of the existing paint is considered to be sound and intact if it can not be lifted by probing the edge with a dull putty knife. The sound paint shall be feathered for a minimum of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared steel and the existing coatings. Sanders with vacuum attachments, which have been approved by the Engineer, shall be used as necessary to accomplish the feathering.

a) Limited Access Areas: A best effort with the specified methods of cleaning shall be performed in limited access areas such as the backsides of rivets inside built up box members. The equipment being used for the majority of the cleaning may need to be

supplemented with other commercially available equipment, such as angle nozzles, to properly clean the limited access areas. The acceptability of the best effort cleaning in these areas is at the sole discretion of the Engineer.

b) Near White Metal Blast Cleaning: This surface preparation shall be accomplished according to the requirements of Near White Metal Blast Cleaning SSPC-SP 10. The designated surfaces shall be prepared by dry abrasive blast cleaning, wet abrasive blast cleaning, or water jetting with abrasive injection. A Near White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining.

Random staining shall be limited to no more than 5 percent of each 9 sq. in. (58 sq. cm) of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. With the exception of crevices as defined below, surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the discretion of the Engineer, after a best effort cleaning, slight traces of existing coating may be permitted to remain within crevices such as those created between rivets, bolts, and plates, and the underlying steel. When traces of coating are permitted to remain, the coating shall be tightly bonded when examined by probing with a dull putty knife. The traces of coating shall be confined to the bottom portion of the crevices only, and shall not extend onto the surrounding steel or plate or onto the outer surface of the rivets or bolts. Pitted steel is excluded from exemption considerations and shall be cleaned according to SSPC-SP10.

If hackles or slivers are visible on the steel surface after cleaning, the Contractor shall remove them by grinding followed by reblast cleaning. At the discretion of the Engineer, the use of power tools to clean the localized areas after grinding, and to establish a surface profile acceptable to the coating manufacturer, can be used in lieu of blast cleaning.

If the surfaces are prepared using wet abrasive methods, attention shall be paid to tightly configured areas to assure that the preparation is thorough. After surface preparation is completed, the surfaces, surrounding steel, and containment materials/scaffolding shall be rinsed to remove abrasive dust and debris. Potable water shall be used for all operations. An inhibitor may be added to the supply water and/or rinse water to prevent flash rusting. If a rust inhibitor is proposed, the Contractor shall provide a sample of the proposed inhibitor together with a letter from the coating manufacturer indicating that the inhibitor is suitable for use with their products. The surfaces shall be allowed to completely dry before the application of any coating.

c) Commercial Grade Power Tool Cleaning: This surface preparation shall be accomplished according to the requirements of Commercial Grade Power Tool Cleaning, SSPC-SP15. The designated surfaces shall be completely cleaned with power tools. A Commercial Grade Power Tool Cleaned surface, when viewed without magnification, is free of all visible oil, grease, dirt, rust, coating, oxides, mill scale, corrosion products, and other foreign matter, except for staining. In previously pitted areas, slight residues of rust and paint may also be left in the bottoms of pits.

Random staining shall be limited to no more than 33 percent of each 9 sq. in. (58 sq. cm) of surface area. Allowable staining may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Surface discoloration is considered to be a residue that must be removed, rather than a stain, if it possesses enough mass or thickness that it can be removed as a powder or in chips when scraped with a pocketknife.

A surface profile shall be created on the steel as defined later under "Surface Profile."

At the Contractor's option, Near White Metal Blast Cleaning may be substituted for Power Tool Cleaning – Commercial Grade, as long as containment systems appropriate for abrasive blast cleaning are utilized and there is no additional cost to the Department.

d) Power Tool Cleaning – Modified SP3: This surface preparation shall be accomplished according to the requirements of SSPC-SP3, Power Tool Cleaning except as modified as follows. The designated surfaces shall be cleaned with power tools. A power tool cleaned surface shall be free of all loose rust, loose mill scale, loose and peeling paint, and loose rust that is bleeding through and/or penetrating the coating. All locations of visible corrosion and rust bleed, exposed or lifting mill scale, and lifting or loose paint shall be prepared using the power tools.

Upon completion of the cleaning, rust, rust bleed, mill scale and surrounding paint are permitted to remain if they can not be lifted using a dull putty knife.

<u>Power Tool Cleaning of Shop Primed Steel.</u> When steel coated with only a prime coat of inorganic or organic zinc is specified to be cleaned, this work shall be accomplished as follows. After cleaning the surface as specified under "Water Cleaning of Non-Lead Coatings Prior to Overcoating," damaged and rusted areas shall be spot cleaned according Power Tool Cleaning -Modified SSPC-SP3. The edges of the coating surrounding the spot repairs shall be feathered.

<u>Abrasives.</u> When abrasive blast cleaning is specified, it shall be performed using either expendable abrasives (other than silica sand) or recyclable steel grit abrasives. Expendable abrasives shall be used one time and disposed of. Abrasive suppliers shall certify that the expendable abrasives meet the requirements of SSPC-AB1 and that recyclable steel grit abrasives are free of oil contamination by conducting oil content tests according to SSPC-AB2.

All surfaces prepared with abrasives not meeting the SSPC-AB1, AB2, or AB3 requirements, as applicable, shall be solvent cleaned or low pressure water cleaned as directed by the Engineer, and reblast cleaned at the Contractor's expense.

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<u>Surface Profile (HOLD POINT)</u>. The abrasives used for blast cleaning shall have a gradation such that the abrasive will produce a uniform surface profile of 1.5 to 4.5 mils (38 to 114 microns). If the profile requirements of the coating manufacturer are more restrictive, advise the Engineer and comply with the more restrictive requirements. For recycled abrasives, an appropriate operating mix shall be maintained in order to control the profile within these limits.

The surface profile for the Power Tool Cleaning - Commercial Grade shall be within the range specified by the coating manufacturer, but not less than 2.0 mils (50 microns).

The surface profile produced by the Contractor's surface preparation procedures shall be determined by replica tape and spring micrometer at the beginning of the work, and each day that surface preparation is performed. Areas having unacceptable measurements shall be further tested to determine the limits of the deficient area. The replica tape shall be attached to the daily report.

When unacceptable profiles are produced, work shall be suspended. The Contractor shall submit a plan for the necessary adjustments to insure that the correct surface profile is achieved on all surfaces. The Contractor shall not resume work until the new profile is verified by the QA observations, and the Engineer confirms, in writing, that the profile is acceptable.

<u>Soluble Salt Remediation (HOLD POINT)</u>. The Contractor shall implement surface preparation procedures and processes that will remove chloride from the surfaces. Surfaces that may be contaminated with chloride include, but are not limited to, expansion joints and all areas that are subject to roadway splash or run off such as fascia beams and stringers.

Methods of chloride removal may include, but are not limited to, steam cleaning or pressure washing with or without the addition of a chemical soluble salt remover as approved by the coating manufacturer, and scrubbing before or after initial paint removal. The Contractor may also elect to clean the steel and allow it to rust overnight followed by recleaning, or by utilizing blends of fine and coarse abrasives during blast cleaning, wet abrasive/water jetting methods of preparation, or combinations of the above. If steam or water cleaning methods of chloride removal are utilized over surfaces where the coating has been completely removed, and the water does not contact any lead containing coatings, the water does not have to be collected. The Contractor shall provide the proposed procedures for chloride remediation in the Surface Preparation/Painting Plan.

Upon completion of the chloride remediation steps, the Contractor shall use cell methods of field chloride extraction and test procedures (e.g., silver dichromate) accepted by the Engineer, to test representative surfaces that were previously rusted (e.g., pitted steel) for the presence of remaining chlorides. Remaining chloride levels shall be no greater than  $7\mu g/sq$  cm as read directly from the surface without any multiplier applied to the results. The testing must be performed, and the results must be acceptable, prior to painting each day.

A minimum of 5 tests per 1000 sq. ft. (93 sq m) or fraction thereof completed in a given day, shall be conducted at project start up. If results greater than 7  $\mu$ g/sq cm are detected, the surfaces shall be recleaned and retested at the same frequency. If acceptable results are achieved on three consecutive days in which testing is conducted, the test frequency may be reduced to 1 test per 1000 sq. ft. (93 sq. m) prepared each day provided the chloride remediation process remains unchanged. If unacceptable results are encountered, or the methods of chloride remediation are changed, the Contractor shall resume testing at a frequency of 5 tests per 1000 sq. ft. (93 sq. m).

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Following successful chloride testing the chloride test areas shall be cleaned. Commercial Grade Power Tool Cleaning can be used to clean the test locations when the specified degree of cleaning is SSPC-SP10.

<u>Surface Condition Prior to Painting (HOLD POINT)</u>. Prepared surfaces, shall meet the requirements of the respective degrees of cleaning immediately prior to painting, and shall be painted before rusting appears on the surface. If rust appears or bare steel remains unpainted for more than 12 hours, the affected area shall be prepared again at the expense of the Contractor.

All loose paint and surface preparation cleaning residue on bridge steel surfaces, scaffolding and platforms, containment materials, and tops of abutments and pier caps shall be removed prior to painting. When lead paint is being disturbed, cleaning shall be accomplished by HEPA vacuuming unless it is conducted within a containment that is designed with a ventilation system capable of collecting the airborne dust and debris created by sweeping and blowing with compressed air.

The quality of surface preparation and cleaning of surface dust and debris must be accepted by the Engineer prior to painting. The Engineer has the right to reject any work that was performed without adequate provision for QA observations to accept the degree of cleaning. Rejected coating work shall be removed and replaced at the Contractor's expense.

<u>General Paint Requirements</u>. Paint storage, mixing, and application shall be accomplished according to these specifications and as specified in the paint manufacturer's written instructions and product data sheets for the paint system used. In the event of a conflict between these specifications and the coating manufacturers' instructions and data sheets, the Contractor shall advise the Engineer and comply with the Engineer's written resolution. Until a resolution is provided, the most restrictive conditions shall apply.

Unless noted otherwise, If a new concrete deck or repair to an existing deck is required, painting shall be done after the deck is placed and the forms have been removed.

a) Paint Storage and Mixing. All Paint shall be stored according to the manufacturer's published instructions, including handling, temperatures, and warming as required prior to mixing. All coatings shall be supplied in sealed containers bearing the manufacturers name, product designation, batch number and mixing/thinning instructions. Leaking containers shall not be used.

Mixing shall be according to the manufacturer's instructions. Thinning shall be performed using thinner provided by the manufacturer, and only to the extent allowed by the manufacturer's written instructions. In no case shall thinning be permitted that would cause the coating to exceed the local Volatile Organic Compound (VOC) emission restrictions. For multiple component paints, only complete kits shall be mixed and used. Partial mixing is not allowed.

The ingredients in the containers of paint shall be thoroughly mixed by mechanical power mixers according to the manufacturer's instructions, in the original containers before use or mixing with other containers of paint. The paint shall be mixed in a manner that will break up all lumps, completely disperse pigment and result in a uniform composition. Paint shall be carefully examined after mixing for uniformity and to verify that no unmixed pigment remains on the bottom of the container. Excessive skinning or partial hardening due to improper or prolonged storage will be cause for rejection of the paint, even though it may have been previously inspected and accepted.

Multiple component coatings shall be discarded after the expiration of the pot life. Single component paint shall not remain in spray pots, painters buckets, etc. overnight. It shall be stored in a covered container and remixed before use.

The Engineer reserves the right to sample field paint (individual components and/or the mixed material) and have it analyzed. If the paint does not meet the product requirements due to excessive thinning or because of other field problems, the coating shall be removed from that section of the structure and replaced as directed by the Engineer.

b) Application Methods. Unless prohibited by the coating manufacturer's written instructions, paint may be applied by spray methods, rollers, or brushes. If applied with conventional or airless spray methods, paint shall be applied in a uniform layer with overlapping at the edges of the spray pattern.

The painters shall monitor the wet film thickness of each coat during application. The wet film thickness shall be calculated based on the solids by volume of the material and the amount of thinner added. When the new coating is applied over an existing system, routine QC inspections of the wet film thickness shall be performed in addition to the painter's checks in order to establish that a proper film build is being applied.

When brushes or rollers are used to apply the coating, additional applications may be required to achieve the specified thickness per layer.

c) Painting Shop Primed Steel. After cleaning, rusted and damaged areas shall be touched up using the same primer specified for painting the existing structure. The intermediate and finish coats specified for painting the existing structure shall be applied to the steel.

When inorganic zinc has been used as the shop primer, a mist coat of the intermediate coat shall be applied first in order to prevent pinholing and bubbling.

d) Recoating and Film Continuity (HOLD POINT for each coat). Paint shall be considered dry for recoating according to the time/temperature/humidity criteria provided in the manufacturer's instructions and when an additional coat can be applied without the development of film irregularities; such as lifting, wrinkling, or loss of adhesion of the under coat. If surfaces are contaminated, washing shall be accomplished prior to intermediate and final coats. Wash water does not have to be collected unless the water contacts existing lead containing coatings.

Painting shall be done in a neat and workmanlike manner. Each coat of paint shall be applied as a continuous film of uniform thickness free of defects including, but not limited to, runs, sags, overspray, dryspray, pinholes, voids, skips, misses, and shadow-through. Defects such as runs and sags shall be brushed out immediately during application.

Paint Systems. The paint system(s) from the list below shall be applied as specified.

The paint manufacturer's relative humidity, dew point, and material, surface, and ambient temperature restrictions shall be provided with the submittals and shall be strictly followed. Written recommendations from the paint manufacturer for the length of time each coat must be protected from cold or inclement weather (e.g., exposure to rain), during the drying period shall be included in the submittals. Upon acceptance by the Engineer, these times shall be used to govern the duration that protection must be maintained during drying.

Where stripe coats are indicated, the Contractor shall apply an additional coat to edges, rivets, bolts, crevices, welds, and similar surface irregularities. The stripe coat shall be applied by brush and/or spray to thoroughly work the coating into or on the irregular surfaces, and shall extend onto the surrounding steel a minimum of 1 in. (25 mm) in all directions. The purpose of the stripe coat is to build additional thickness and to assure complete coverage of these areas.

The stripe coat may be applied as part of the application of the full coat unless prohibited by the coating manufacturer. If applied as part of the application process of the full coat, the stripe coat shall be allowed to dry for a minimum of 10 minutes in order to allow Contractor QC personnel to verify that the coat was applied. If a wet-on-wet stripe coat is prohibited by the coating manufacturer or brush or roller application of the full coat pulls the underlying stripe coat, the stripe coat shall dry according to the manufacturers' recommended drying times prior to the application of the full coat. In the case of the prime coat, the full coat can also be applied first to protect the steel, followed by the stripe coat after the full coat has dried.

a) System 1 – OZ/E/U – for Bare Steel: System 1 shall consist of the application of a full coat of organic (epoxy) zinc-rich primer, a full intermediate coat of epoxy, and a full finish coat of aliphatic urethane. Stripe coats of the prime and finish coats shall be applied. The film thicknesses of the full coats shall be as follows, measured according to SSPC-PA2:

- One full coat of organic zinc-rich primer between 3.5 and 5.0 mils (90 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.
- One full intermediate coat of epoxy between 3.0 and 6.0 mils (75 and 150 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.
- One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 9.0 and 15.0 mils (225 and 375 microns).

b) System 2 – PS/EM/U – for Overcoating an Existing System: System 2 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of aliphatic urethane.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of aliphatic urethane shall be applied. The film thicknesses shall be as follows, measured according to SSPC-PA2:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.
- One full finish coat of aliphatic urethane between 2.5 and 4.0 mils (65 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.5 and 13.0 mils (215 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

c) System 3 – EM/EM/AC – for Bare Steel: System 3 shall consist of the application of two full coats of aluminum epoxy mastic and a full finish coat of waterborne acrylic. Stripe coats for first coat of epoxy mastic and the finish coat shall be applied. The film thicknesses of the full coats shall be as follows, measured according to SSPC-PA2:

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- One full coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The first coat of aluminum epoxy mastic shall be tinted a contrasting color with the blast cleaned surface and the second coat.
- One full intermediate coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The intermediate coat shall be a contrasting color to the first coat and the finish coat.
- A full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 12.0 and 18.0 mils (360 and 450 microns).

d) System 4 – PS/EM/AC – for Overcoating an Existing System: System 4 shall consist of the application of a full coat of epoxy penetrating sealer, a spot intermediate coat of aluminum epoxy mastic and a stripe and full finish coat of waterborne acrylic.

A full coat of epoxy penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of the aluminum epoxy mastic on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full finish coat of waterborne acrylic shall be applied. The film thicknesses shall be as follows, measured according to SSPC-PA2:

- One full coat of epoxy penetrating sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One spot coat of aluminum epoxy mastic between 5.0 and 7.0 mils (125 and 175 microns) dry film thickness. The color shall contrast with the finish coat.
- One full finish coat of waterborne acrylic between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of the stripe coat, shall be between 8.0 and 13.0 mils (200 and 325 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

e) System 5 – MCU – for Bare Steel: System 5 shall consist of the application of a full coat of moisture cure urethane (MCU) zinc primer, a full coat of MCU intermediate, and a full coat of MCU finish. Stripe coats of the prime and finish coats shall be applied. The contractor shall comply with the manufacturer's requirements for drying times between the application of the stripe coats and the full coats. The film thicknesses of the full coats shall be as follows, measured according to SSPC-PA2:

- One full coat of MCU zinc primer between 3.0 and 5.0 mils (75 and 125 microns) dry film thickness. The prime coat shall be tinted to a color that contrasts with the steel surface.
- One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The intermediate coat shall be a contrasting color to both the first coat and finish coat.
- One full MCU finish coat between 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.

The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 8.0 and 13.0 mils (200 and 325 microns).

f) System 6 – MCU – for Overcoating an Existing System: System 6 shall consist of the application of a full coat of moisture cure urethane (MCU) penetrating sealer, a spot coat of MCU intermediate, and a stripe and full coat of MCU finish.

A full coat of MCU penetrating sealer shall be applied to all surfaces following surface preparation. A spot intermediate coat shall consist of the application of one coat of MCU intermediate on all areas where rust is evident and areas where the old paint has been removed, feathered and/or damaged prior to, during or after the cleaning and surface preparation operations. After the spot intermediate, a stripe coat and full coat of MCU finish shall be applied. The contractor shall comply with the manufacturer's requirements for drying time between the application of the stripe coat and the full finish coat. The film thicknesses shall be as follows, measured according to SSPC-PA2:

- One full coat of MCU sealer between 1.0 and 2.0 mils (25 and 50 microns) dry film thickness.
- One full MCU intermediate coat between 3.0 and 4.0 mils (75 and 100 microns) dry film thickness. The color shall contrast with the finish coat.
- One full MCU finish coat 2.0 and 4.0 mils (50 and 100 microns) dry film thickness. Finish coat color shall be according to contract plans.
- The total dry film thickness for this system, exclusive of areas receiving the stripe coats, shall be between 6.0 and 10.0 mils (150 and 250 microns). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

<u>Repair of Damage to New Coating System and Areas Concealed by Containment.</u> The Contractor shall repair all damage to the newly installed coating system and areas concealed by the containment/protective covering attachment points, at no cost to the Department. If the

damage extends to the substrate and the original preparation involved abrasive blast cleaning, the damaged areas shall be prepared to Power Tool Cleaning - Commercial Grade. If the original preparation was other than blast cleaning or the damage does not extend to the substrate, the loose, fractured paint shall be cleaned to Power Tool Cleaning – Modified SP3.

The surrounding coating at each repair location shall be feathered for a minimum distance of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared areas and the existing coating.

If the bare steel is exposed, all coats shall be applied to the prepared area. If only the intermediate and finish coats are damaged, the intermediate and finish shall be applied. If only the finish coat is damaged, the finish shall be applied.

#### Special Instructions.

a) At the completion of the work, the Contractor shall stencil the painting date and the paint code on the bridge. The letters shall be capitals, not less than 2 in. (50 mm) and not more than 3 in. (75 mm) in height.

The stencil shall contain the following wording "PAINTED BY (insert the name of the Contractor)" and shall show the month and year in which the painting was completed, followed by the appropriate code for the coating material applied, all stenciled on successive lines:

CODE U (for field applied System 3 or System 4).

CODE Z (for field applied System 1 or System 2).

CODE AA (for field applied System 5 or System 6).

This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near one end of the bridge, or at some equally visible surface near the end of the bridge, as designated by the Engineer.

b) All surfaces painted inadvertently shall be cleaned immediately.

It is understood and agreed that the cost of all work outlined above, unless otherwise specified, has been included in the bid, and no extra compensation will be allowed.

Basis of Payment. This work shall be paid for at the contract Lump Sum price for CLEANING AND PAINTING STEEL BRIDGE, at the designated location, or for CLEANING AND PAINTING the structure or portions thereof described. Payment will not be authorized until all requirements for surface preparation and painting have been fulfilled as described in this specification, including the preparation and submittal of all QC documentation. Payment will also not be authorized for non-conforming work until the discrepancy is resolved in writing.

#### Appendix 1 – Reference List

The Contractor shall maintain the following regulations and references on site for the duration of the project:

- Illinois Environmental Protection Act
- ASTM D 4214, Standard Test Method for Evaluating Degree of Chalking of Exterior Paint Films
- ASTM D 4285, Standard Test Method for Indicating Oil or Water in Compressed Air
- SSPC-AB 1, Mineral and Slag Abrasives
- SSPC-AB 2, Specification for Cleanliness of Recycled Ferrous Metallic Abrasives
- SSPC-AB 3, Newly Manufactured or Re-Manufactured Steel Abrasives

- SSPC-PA 2, Measurement of Dry Coating Thickness with Magnetic Gages
- SSPC-QP 1, Standard Procedure for Evaluating Painting Contractors (Field Application to Complex Structures)
- SSPC-QP 2, Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint
- SSPC-SP 1, Solvent Cleaning
- SSPC-SP 3, Power Tool Cleaning
- SSPC-SP 10/NACE No. 2, Near White Metal Blast Cleaning
- SSPC-SP 12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating
- SSPC-SP15, Commercial Grade Power Tool Cleaning
- SSPC-VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning
- SSPC-VIS 3, Visual Standard for Power- and Hand-Tool Cleaned Steel
- SSPC-VIS 4, Guide and Reference Photographs for Steel Cleaned by Water Jetting

- SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning
- The paint manufacturer's application instructions, MSDS and product data sheets

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## CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES

Effective: October 2, 2001 Revised: March 6, 2009

<u>Description</u>. This work shall consist of the containment, collection, temporary storage, transportation and disposal of waste from lead paint removal projects. Waste requiring containment and control includes, but is not limited to, old paint, spent abrasives, corrosion products, mill scale, dirt, dust, grease, oil, salts, and water used for cleaning the surface of existing lead coatings prior to overcoating.

<u>General</u>. The existing coatings contain lead and may also contain other toxic metals. This specification provides the requirements for containment and for the protection of the public, and the environment from exposure to harmful levels of toxic metals that may be present in the paint being removed or repaired. The Contractor shall take reasonable and appropriate precautions to protect the public from the inhalation or ingestion of dust or debris from the operations, and is responsible for the clean-up of all spills of waste at no additional cost to the Department.

The Contractor shall comply with the requirements of this Specification and all applicable Federal, State, and Local laws, codes, and regulations, including, but not limited to the regulations of the United States Environmental Protection Agency (USEPA), Occupational Safety and Health Administration (OSHA), and Illinois Environmental Protection Agency (IEPA). The Contractor shall comply with all applicable regulations even if the regulation is not specifically referenced herein. If a Federal, State, or Local regulation is more restrictive than the requirements of this Specification, the more restrictive requirements shall prevail.

<u>Submittals</u>. The Contractor shall submit for Engineer review and acceptance, the following drawings and plans for accomplishing the work. The submittals shall be provided within 30 days of execution of the contract unless given written permission by the Engineer to submit them at a later date. Work cannot proceed until the submittals are accepted by the Engineer. Details for each of the plans are presented within the body of this specification. The Contractor shall also maintain on site, copies of the standards and regulations referenced herein (list provided in appendix 1).

a) Containment Plans. The containment plans shall include drawings, equipment specifications, and calculations (wind load, air flow and ventilation when negative pressure is specified. The plans shall include copies of the manufacturer's specifications for the containment materials and equipment that will be used to accomplish containment and ventilation.

When required by the contract plans, the submittal shall provide calculations that assure the structural integrity of the bridge when it supports the containment and the calculations and drawings shall be signed and sealed by a Structural Engineer licensed in the state of Illinois.

When working over the railroad or navigable waterways, the Department will notify the respective agencies that work is being planned. Unless otherwise directed by the Engineer, the Contractor is responsible for follow up contact, and shall provide evidence that the

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railroad, Coast Guard, Corps of Engineers, and other applicable agencies are satisfied with the clearance provided and other safety measures that are proposed.

- b) Environmental Monitoring Plan. The Environmental Monitoring Plan shall address the visual inspections and clean up of the soil and water that the Contractor will perform, including final project inspection and cleanup. The plan shall address the daily visible emissions observations that will be performed and the corrective action that will be implemented in the event emissions or releases occur. Provisions for high volume ambient air monitoring, the Quality Assurance (QA) monitoring plan, laboratory analysis and reporting shall be provided together with the name and qualifications of the laboratory that is proposed for Total Suspended Particulate (TSP)-lead analysis.
- c) Waste Management Plan. The Waste Management Plan shall address all aspects of waste handling, storage, testing, hauling and disposal. Include the names, addresses, and a contact person for the proposed licensed waste haulers and disposal facilities. Submit the name and qualifications of the laboratory proposed for Toxicity Characteristic Leaching Procedure (TCLP) analysis. If the use of abrasive additives is proposed, provide the frame of the additive, the premixed ratio of additive to abrasive being provided by the supplier, and a letter from the supplier of the additive indicating IEPA acceptance of the material. Note that the use of any steel or iron based material, such as but not limited to grit, shot, fines, or filings as an abrasive additive is prohibited.
- d) Contingency Plan. The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of dust collection system, failure of supplied air system or any other event that may require modification of standard operating procedures during lead removal. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency.

When the Engineer accepts the submittals, the Contractor will receive written notification. The Contractor shall not begin any work until the Engineer has accepted the submittals. The Contractor shall not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the work, or for addressing health and safety concerns. Acceptance of the plans does not relieve the Contractor from the responsibility to conduct the work according to the requirements of Federal, State, or Local regulations, this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

<u>Quality Control (QC) Inspections</u>. The Contractor shall perform first line, in process QC inspections of all environmental control and waste handling aspects of the project to verify compliance with these specification requirements and the accepted drawings and plans. The Contractor shall use the IDOT Environmental Daily Report form supplied by the Engineer to record the results of the inspections. The completed reports shall be turned into the Engineer before work resumes the following day. Contractor QC inspections shall include, but not be limited to the following:

- Proper installation and continued performance of the containment system(s) in accordance with the approved drawings.
- Visual inspections of emissions into the air and verification that the cause(s) for any unacceptable emissions is corrected.
- Set up, calibration, operation, and maintenance of the regulated area and high volume ambient air monitoring equipment, including proper shipment of cassettes/filters to the laboratory for analysis. Included is verification that the Engineer receives the results within the time frames specified and that appropriate steps are taken to correct work practices or containment in the event of unacceptable results.
- Visual inspections of spills or deposits of contaminated materials into the water or onto the ground, pavement, soil, or slope protection. Included is verification that proper cleanup is undertaken and that the cause(s) of unacceptable releases is corrected.
- Proper implementation of the waste management plan including laboratory analysis and providing the results to the Engineer within the time frames specified herein.
- Proper implementation of the contingency plans for emergencies.

The personnel providing the QC inspections shall poses current SSPC-C3 certification or equal, including the annual training necessary to maintain that certification (SSPC-C5 or equal), and shall provide evidence of successful completion of 2 projects of similar or greater complexity and scope that have been completed in the last 2 years. References shall include the name, address, and telephone number of a contact person employed by the bridge owner. Proof of initial certification and the current annual training shall also be provided.

<u>Quality Assurance (QA) Observations</u>. The Engineer will conduct QA observations of any or all of the QC monitoring inspections that are undertaken. The presence or activity of Engineer observations in no way relieves the Contractor of the responsibility to provide all necessary daily QC inspections of its own and to comply with all requirements of this Specification.

<u>Containment Requirements</u>. The Contractor shall install and maintain containment systems surrounding the work for the purpose of controlling emissions of dust and debris according to the requirements of this specification. Working platforms and containment materials that are used shall be firm and stable and platforms shall be designed to support the workers, inspectors, spent surface preparation media (e.g., abrasives), and equipment during all phases of surface preparation and painting. Platforms, cables, and other supporting structures shall be designed according to OSHA regulations. If the containment needs to be attached to the structure, the containment shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.

The containment shall be dropped in the event of sustained winds of 40 mph (64 kph) or greater and all materials and equipment secured.

The Contractor shall provide drawings showing the containment system and indicating the method(s) of supporting the working platforms and containment materials to each other and to the bridge. When the use of negative pressure and airflow inside containment is specified, the Contractor shall provide all ventilation calculations and details on the equipment that will be used for achieving the specified airflow and dust collection.

When directed in the contract plans, the Contractor shall submit calculations and drawings, signed and sealed by a Structural Engineer licensed in the state of Illinois, that assure the structural integrity of the bridge under the live and dead loads imposed, including the design wind loading.

When working over railroads, the Contractor shall provide evidence that the proposed clearance and the safety provisions that will be in place (e.g., flagman) are acceptable to the railroad. In the case of work over navigable waters, the Contractor shall provide evidence that the proposed clearance and provisions for installing or moving the containment out of navigation lanes is acceptable to authorities such as the Coast Guard and Army Corps of Engineers. The Contractor shall include plans for assuring that navigation lighting is not obscured, or if it is obscured, that temporary lighting is acceptable to the appropriate authorities (e.g., Coast Guard) and will be utilized.

Engineer review and acceptance of the drawings and calculations shall not relieve the Contractor from the responsibility for the safety of the working platforms and containment, and for providing ample ventilation to control worker and environmental exposures. After the work platforms and containment materials are erected additional measures may be needed to ensure worker safety according to OSHA regulations. The Contractor shall institute such measures at no additional cost to the Department.

Containment for the cleaning operation of this contract is defined as follows:

- The containment system shall maintain the work area free of visible emissions of dust and debris according to all provisions of this Specification, with no debris permitted outside of the regulated area at any time. All debris within the regulated area and within the containment shall be collected at the end of the last shift each day, and properly stored in sealed containers. Cleaning shall be accomplished by HEPA vacuuming unless it is conducted within a containment that is designed with a ventilation system capable of collecting the airborne dust and debris created by sweeping and blowing with compressed air. The ventilation system shall be in operation during the cleaning.
- The containment systems shall comply with the specified SSPC Guide 6 classifications as presented in Table 1 for the method of paint removal utilized.
- TSP-lead in the air at monitoring locations selected by the Engineer shall comply with the requirements specified herein.

The Contractor shall take appropriate action to avoid personnel injury or damage to the structure from the installation and use of the containment system. If the Engineer determines that there is the potential for structural damage caused by the installed containment system, the Contractor shall take appropriate action to correct the situation.

In addition to complying with the specific containment requirements in Table 1 for each method of removal, the Contractor shall provide and maintain coverage over the ground in the areas to be cleaned. This coverage shall be capable of catching and containing surface preparation

media, paint chips, and paint dust in the event of an accidental escape from the primary containment. The containment materials shall be cleaned of loose material prior to relocation or dismantling. Acceptable methods of cleaning include blowing down the surfaces with compressed air while the ventilation system is in operation, HEPA vacuuming, and/or wet wiping. If paint chips or dust is observed escaping from the containment materials during moving, all associated operations shall be halted and the materials and components recleaned.

The containment systems shall also meet the following requirements:

a) Dry Abrasive Blast Cleaning - Full Containment with Negative Pressure (SSPC Class 1A)

The enclosure shall be designed, installed, and maintained to sustain maximum anticipated wind forces, including negative pressure. Flapping edges of containment materials are prohibited and the integrity of all containment materials, seams, and seals shall be maintained for the duration of the project. Airflow inside containment shall be designed to provide visibility and reduce worker exposures to toxic metals according to OSHA regulations and as specified in Table 1 and its accompanying text. When the location of the work on the bridge, or over lane closures permit, the blast enclosure shall extend a minimum of 3 ft. (1 m) beyond the limits of surface preparation to allow the workers to blast away from, rather than into the seam between the containment and the structure. The blast enclosure shall have an entrance chamber to allow entrance and exit from the enclosure without allowing the escape of blasting residue.

If recyclable metallic abrasives are used, the Contractor shall operate the equipment in a manner that minimizes waste generation. Steps shall also be taken to minimize dust generation during the transfer of all abrasive/paint debris (expendable or recyclable abrasives) for recycling or disposal. Acceptable methods include, but are not limited to vacuuming, screw or belt conveyance systems, or manual conveyance. However manual conveyance is only permitted if the work is performed inside a containment that is equipped with an operating ventilation system capable of controlling the dust that is generated.

Appropriate filtration shall be used on the exhaust air of dust collection and abrasive recycling equipment as required to comply with IEPA regulations. The equipment shall be enclosed if visible dust and debris are being emitted and/or the regulated area or high volume monitor lead levels are not in compliance.

Areas beneath containment connection points that were shielded from abrasive blast cleaning shall be prepared by vacuum blast cleaning or vacuum-shrouded power tool cleaning after the containment is removed.

b) Vacuum Blast Cleaning within Containment (SSPC-Class 4A)

Vacuum blasting equipment shall be fully automatic and capable of cleaning and recycling the abrasive. The system shall be designed to deliver cleaned, recycled blasting abrasives and provide a closed system containment during blasting. The removed coating, mill scale, and corrosion shall be separated from the abrasive, and stored for disposal.

The Contractor shall attach containment materials around and under the work area to catch and contain abrasive and waste materials in the event of an accidental escape from the vacuum shroud. This containment is in addition to the ground covers specified earlier.

It is possible that the close proximity of some structural steel members, such as the end diaphragms or end cross-frames underneath transverse deck expansion joints, preclude the use of the vacuum blasting equipment for the removal of the old paint. For surfaces that are inaccessible for the nozzles of the vacuum blasting equipment, the Contractor shall remove the paint by means of full containment inside a complete enclosure as directed by the Engineer.

c) Vacuum-Shrouded Power Tool Cleaning within Containment (SSPC-Class 3P)

The Contractor shall utilize power tools equipped with vacuums and High Efficiency Particulate Air (HEPA) filters. The Contractor shall attach containment walls around the work area, and install containment materials beneath the work area to catch and contain waste materials in the event of an accidental escape from the vacuum shroud. This containment is in addition to the ground covers specified earlier and shall be installed within 10 ft. (3m) of the areas being cleaned.

# d) Power Tool Cleaning without Vacuum, within Containment (SSPC-Class 2P)

When the use of power tools without vacuum attachments is authorized by the Engineer, the Contractor shall securely install containment walls and flooring around the work area to capture and collect all debris that is generated. The containment material requirements for this Class 2P are similar to Class 3P used for vacuum-shrouded tools, but the supporting structure will be more substantial in Class 2P to better secure the containment materials from excessive movement that could lead to the loss of waste paint chips and debris. Containment beneath the work shall be within 10 ft. (3m) of the areas being cleaned, and is in addition to the ground covers specified earlier.

e) Water Washing, Water Jetting or Wet Abrasive Blast Cleaning within Containment (SSPC Class 2W-3W)

Water washing of the bridge for the purpose of removing chalk, dirt, grease, oil, bird nests, and other surface debris, and water jetting or wet abrasive blast cleaning for the purpose of removing paint and surface debris shall be conducted within a containment designed, installed, and maintained in order to capture and contain all water and waste materials. The containment shall consist of impermeable floors and lower walls to prevent the water and debris from escaping. Permeable upper walls and ceilings are acceptable provided the paint chips, debris, and water, other than mists, are collected. A fine mist passing through the permeable upper walls is acceptable, provided the environmental controls specified below are met. If paint chips, debris, or water, other than mists, escape the containment system, impermeable walls and ceilings shall be installed.

When water is used for surface cleaning, the collected water shall be filtered to separate the particulate from the water. Recycling of the water is preferred in order to reduce the volume

of waste that is generated. The water after filtration shall be collected and disposed of according to the waste handling portions of this specification.

When a slurry is created by injecting water into the abrasive blast stream, the slurry need not be filtered to separate water from the particulate.

<u>Environmental Controls and Monitoring.</u> The Contractor shall prepare and submit to the Engineer for review and acceptance, an Environmental Monitoring Plan. The purpose of the plan is to address the observations and equipment monitoring undertaken by the Contractor to confirm that project dust and debris are not escaping the containment into the surrounding air, soil, and water.

a) Soil and Water. Containment systems shall be maintained to prevent the escape of paint chips, abrasives, and other debris into the water, and onto the ground, soil, slope protection, and pavements. Releases or spills of, paint chips, abrasives, dust and debris that have become deposited on surrounding property, structures, equipment or vehicles, and bodies of water are unacceptable. If there are inadvertent spills or releases, the Contracter shall immediately shut down the emissions-producing operations, clean up the debris, and change work practices, modify the containment, or take other appropriate corrective action as needed to prevent similar releases from occurring in the future.

Water booms, boats with skimmers, or other means as necessary shall be used to capture and remove paint chips or project debris that falls or escapes into the water.

At the end of each workday at a minimum, the work area inside and outside of containment, including ground tarpaulins, shall be inspected to verify that paint debris is not present. If debris is observed, it shall be removed by hand and HEPA-vacuuming. If wet methods of preparation are used, the damp debris can remain overnight provided it is protected from accidental release by securely covering the waste, folding the waste into the ground tarps, or by other acceptable methods. Prior to commencing work the next day, the debris from the folded ground tarps shall be removed.

Upon project completion, the ground and water in and around the project site are considered to have been properly cleaned if paint chips, paint removal media (e.g., spent abrasives), fuel, materials of construction, litter, or other project debris have been removed, even if the material being cleaned was a pre-existing condition.

b) Visible Emissions. The Contractor shall conduct observations of visible emissions and releases on an ongoing daily basis when dust-producing activities are underway, such as paint removal, clean up, waste handling, and containment dismantling or relocation. Note that visible emissions observations do not apply to the fine mist that may escape through permeable containment materials when wet methods of preparation are used.

Visible emissions in excess of SSPC Guide 6, Level 1 (1% of the workday) are unacceptable. In an 8-hour workday, this equates to emissions of a cumulative duration no greater than 4.8 minutes (288 seconds). This criterion applies to scattered, random emissions of short duration. Sustained emissions from a given location (e.g., 1 minute or

longer), regardless of the total length of emissions for the workday, are unacceptable and action shall be initiated to halt the emission.

If unacceptable visible emissions or releases are observed, the Contractor shall immediately shut down the emission-producing operations, clean up the debris, and change work practices, modify the containment, or take other appropriate corrective action as needed to prevent similar releases from occurring in the future.

- c) Ambient Air Monitoring. The Contractor shall collect and analyze air samples to evaluate levels of TSP-lead if there are sensitive receptors within 5 times the height of the structure or within 1000 ft. (305 m) of the structure, whichever is greater. If sensitive receptors are not located within these limits, monitoring is not required. Sensitive receptors are areas of public presence or access including, but not limited to, homes, schools, parks, playgrounds, shopping areas, livestock areas, and businesses. The motoring public is not considered to be a sensitive receptor for the purpose of ambient air monitoring. The monitoring schedule shall be as follows:
  - For dry abrasive blast cleaning monitoring shall be conducted full time during all days of dust-producing operations (e.g., paint removal, waste handling, containment movement, etc.).
  - For wet abrasive blast cleaning, water jetting, or power tool cleaning, monitoring shall be conducted for the first 5 days of dust producing operations. If the results after 5 days are acceptable, monitoring may be discontinued. If the results are unacceptable, corrective action shall be initiated to correct the cause of the emissions, and monitoring shall continue for an additional 5 days. If the results are still unacceptable, the Engineer may direct that the monitoring continue full time.
  - When monitoring is discontinued, if visible emissions are observed and/or the Contractor's containment system changes during the course of the project, then air monitoring will again be required for a minimum of two consecutive days until compliance is shown.

All ambient air monitoring shall be performed by the Contractor according to the accepted QA Monitoring Plan and according to EPA regulations 40 CFR Part 50 Appendix B, Reference Method for the Determination of Suspended Particulate Matter in the Atmosphere (High-Volume Method), and 40 CFR Part 50 Appendix G, Reference Method for the Determination of Lead in Suspended Particulate Matter Collected from Ambient Air.

The Contractor shall provide up to 4 monitors per work site and all necessary calibration and support equipment, power to operate them, security (or arrangements to remove and replace the monitors daily), filters, flow chart recorders and overnight envelopes for shipping the filters to the laboratory. The number of monitors required will be indicated in the General Notes. The Contractor shall also contract with a laboratory acceptable to the Engineer for the analysis. The laboratory performing the filter analysis shall be a laboratory that is accredited under the American Industrial Hygiene Association (AIHA) Environmental Lead Laboratory Accreditation Program (NLLAP).

The Contractor shall locate the monitors in areas of public exposure and in areas that will capture the maximum pollutant emissions resulting from the work. The Contractor shall identify the recommended monitoring sites in the Environmental Monitoring Plan. The monitors shall not be sited until the Engineer accepts the proposed locations.

Background samples shall be collected for three days prior to the start of work while no paint disturbance operations are underway. The background monitoring shall include two weekdays and one weekend day. The background monitoring shall coincide with the anticipated working hours for the paint removal operations, but shall last for a minimum of 8 hours each day.

The filters shall be removed and replaced with new ones daily. The Contractor shall advise the Engineer in advance when the filters will be removed and replaced. Each day for the first 5 days of monitoring, the Contractor shall send the filters together with chart recorders (to record the volume of air and the run time of the monitor) in an overnight service envelope to the laboratory for analysis. At the discretion of the Engineer, if the initial 5 days of monitoring on full time monitoring projects is acceptable, the filters may be sent to the laboratory every 3 days rather than every day.

TSP-lead results at each monitor location shall be less than 1.5  $\mu$ g/cu m per calendar quarter converted to a daily allowance using the formulas from SSPC Guide 6 as follows, except that the maximum 24-hour daily allowance shall be no greater than 6  $\mu$ g/cu m.

The formula for determining a 24-hour daily value based on the actual number of paint disturbance days expected to occur during the 90-day quarter is:

DA = (90  $\div$  PD) x 1.5  $\mu$ g/cu m, where

DA is the daily allowance, and

PD is the number of preparation days anticipated in the 90-day period If the DA calculation is > 6.0  $\mu$ g/cu m, use 6.0  $\mu$ g/cu m.

The formula for converting the 24-hour daily allowance to an adjusted daily allowance based on the length of the work shift each day (assuming that there are no lead emissions during the remaining non-working hours of the day) is:

 $ADA = DA (24 \div H)$ , where

ADA is the adjusted daily allowance, DA is the daily allowance, and H is the number of hours worked in 24 hours If the ADA calculation is > 15.0 μg/cu m, use 15.0μg/cu m

The Contractor shall calibrate the monitors according to the manufacturer's written instructions upon mobilization to the site and quarterly. Each monitor shall be tagged with

the calibration date, and calibration information shall be provided to the Engineer upon request.

The laboratory results shall be delivered to the Engineer within 7 days of shipping the filters to the laboratory. The report shall include:

- 1. Monitor identification, location
- 2. Cleaning location
- 3. Volume of air sampled
- 4. Sample period
- 5. Sample results expressed in terms of applicable standards i.e. micrograms per cubic meter on a 24 hour time weighted average, or as an adjusted daily allowance.
- 6. Comparison of the results with the acceptance criteria indicating whether the emissions are compliant.

<u>Regulated Areas.</u> Physically demarcated regulated area(s) shall be established around exposure producing operations at the OSHA Action Level for the toxic metal(s) present in the coating. The Contractor shall provide all required protective clothing and equipment for personnel entering into a regulated area. Unprotected street clothing is not permitted within the regulated areas.

<u>Hygiene Facilities/Protective Clothing/Blood Tests.</u> The Contractor shall provide clean lavatory and hand washing facilities according to OSHA regulations and confirm that employees wash hands, forearms, and face before breaks. The facilities shall be located at the perimeter of the regulated area in close proximity to the paint removal operation. Shower facilities shall be provided when workers' exposures exceed the Permissible Exposure Limit. Showers shall be located at each bridge site, or if allowed by OSHA regulations, at a central location to service multiple bridges. The shower and wash facilities shall be cleaned at least daily during use.

All wash and shower water shall be filtered and containerized. The Contractor is responsible for filtration, testing, and disposal of the water.

The Contractor shall make available to all IDOT project personnel a base line and post project blood level screening determined by the whole blood lead method, utilizing the Vena-Puncture technique. This screening shall be made available every 2 months for the first 6 months, and every 6 months thereafter.

The Contractor shall provide IDOT project personnel with all required protective clothing and equipment, including disposal or cleaning. Clothing and equipment includes but is not limited to disposable coveralls with hood, booties, disposable surgical gloves, hearing protection, and safety glasses. The protective clothing and equipment shall be provided and maintained on the job site for the exclusive, continuous and simultaneous use by the IDOT personnel. This equipment shall be suitable to allow inspection access to any area in which work is being performed.

All handwash and shower facilities shall be fully available for use by IDOT project personnel.

#### Site Emergencies.

- a) Stop Work. The Contractor shall stop work at any time the conditions are not within specifications and take the appropriate corrective action. The stoppage will continue until conditions have been corrected. Standby time and cost required for corrective action is at the Contractor's expense. The occurrence of the following events shall be reported in writing to IDOT and shall require the Contractor to automatically stop lead paint removal and initiate clean up activities.
  - Airborne lead levels at any of the high volume ambient air monitoring locations that exceed the limits in this specification, or airborne lead in excess of the OSHA Action Level at the boundary of the regulated area.
  - Break in containment barriers.
  - Visible emissions in excess of the specification tolerances.
  - Loss of negative air pressure when negative air pressure is specified (e.g., for dry abrasive blast cleaning).
  - Serious injury within the containment area.
  - Fire or safety emergency
  - Respiratory system failure
  - Power failure
- b) Contingency Plans and Arrangements. The Engineer will refer to the contingency plan for site specific instructions in the case of emergencies.

The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of dust collection system, failure of supplied air system or any other event that may require modification of standard operating procedures during lead removal. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency. The Contractor shall post the telephone numbers and locations of emergency services including fire, ambulance, doctor, hospital, police, power company and telephone company on clean side of personnel decontamination area.

A two-way radio, or equal, as approved by the Engineer, capable of summoning emergency assistance shall be available at each bridge during the time the Contractor's personnel are at the bridge site under this contract. The following emergency response equipment described in the contingency plan (generic form attached) shall be available during this time as well: an appropriate portable fire extinguisher, a 55 gal (208 L) drum, a 5 gal (19 L) pail, a long handled shovel, absorbent material (one bag).

A copy of the contingency plan shall be maintained at each bridge during cleaning operations and during the time the Contractor's personnel are at the bridge site under this contract. The Contractor shall designate the emergency coordinator(s) required who shall be responsible for the activities described.

An example of a contingency plan is included at the end of this Special Provision.

<u>Collection, Temporary Storage, Transportation and Disposal of Waste.</u> The Contractor and the Department are considered to be co-generators of the waste.

The Contractor is responsible for all aspects of waste collection, testing and identification, handling, storage, transportation, and disposal according to these specifications and all applicable Federal, State, and Local regulations. The Contractor shall provide for Engineer review and acceptance a Waste Management Plan that addresses all aspects of waste handling, storage, and testing, and provides the names, addresses, and a contact person for the proposed licensed waste haulers and disposal facilities. The Department will not perform any functions relating to the waste other than provide EPA identification numbers, provide the Contractor with the emergency response information, the emergency response telephone number required to be provided on the manifest, and to sign the waste manifest. The Engineer will obtain the identification numbers from the state and federal environmental protection agencies for the bridge(s) to be painted and furnish those to the Contractor.

All surface preparation/paint residues shall be collected daily and deposited in all-weather containers supplied by the Contractor as temporary storage. The storage area shall be secure to prevent unauthorized entry or tampering with the containers. Acceptable measures include storage within a fully enclosed (e.g., fenced in) and locked area, within a temporary building, or implementing other reasonable means to reduce the possibility of vandalism or exposure of the waste to the public or the environment (e.g., securing the lids or covers of waste containers and roll-off boxes). Waste shall not be stored outside of the containers. Waste shall be collected and transferred to bulk containers taking extra precautions as necessary to prevent the suspension of residues in air or contamination of surrounding surfaces. Precautions may include the transfer of the material within a tarpaulin enclosure. Transfer into roll-off boxes shall be planned to minimize the need for workers to enter the roll-off box.

No residues shall remain on surfaces overnight, either inside or outside of containment. Waste materials shall not be removed through floor drains or by throwing them over the side of the bridge. Flammable materials shall not be stored around or under any bridge structures.

The all-weather containers shall meet the requirements for the transportation of hazardous materials and as approved by the Department. Acceptable containers include covered roll-off boxes and 55-gallon drums (17H). The Contractor shall insure that no breaks and no deterioration of these containers occurs and shall maintain a written log of weekly inspections of the condition of the containers. A copy of the log shall be furnished to the Engineer upon request. The containers shall be kept closed and sealed from moisture except during the addition of waste. Each container shall be permanently identified with the date that waste was placed into the container, contract number, hazardous waste name and ID number, and other information required by the IEPA.

The Contractor shall have each waste stream sampled for each project and tested by TCLP and according to EPA and disposal company requirements. The Engineer shall be notified in advance when the samples will be collected. The samples shall be collected and shipped for testing within the first week of the project, with the results due back to the Engineer within 10 days. Testing shall be considered included in the pay item for "Containment and Disposal of

Lead Paint Cleaning Residues." Copies of the test results shall be provided to the Engineer prior to shipping the waste.

Waste water generated from bridge washing, hygiene purposes, and cleaning of equipment shall be filtered on site to remove particulate and disposed of at a Publicly Owned Treatment Works (POTW) according to State regulations. The Contractor shall provide the Engineer with a letter from the POTW indicating that they will accept the waste water. If the POTW allows the filtered water to be placed into the sanitary sewer system, the Contractor shall provide a letter from the POTW indicating that based on the test results of the water, disposal in the sanitary sewer is acceptable to them. Water shall not be disposed of until the above letter(s) are provided to, and accepted by, the Engineer.

If approved abrasive additives are used that render the waste non-hazardous as determined by TCLP testing, the waste shall be classified as a non-hazardous special waste, transported by a licensed waste transporter, and disposed of at an IEPA permitted disposal facility in Illinois.

When paint is removed from the bridge without the use of abrasive additives, the paint, together with the surface preparation media (e.g. abrasive) shall be handled as a hazardous waste, regardless of the TCLP results. The waste shall be transported by a licensed hazardous waste transporter, treated by an IEPA permitted treatment facility to a non-hazardous special waste and disposed of at an IEPA permitted disposal facility in Illinois.

The treatment/disposal facilities shall be approved by the Engineer, and shall hold an IEPA permit for waste disposal and waste stream authorization for this cleaning residue. The IEPA permit and waste stream authorization must be obtained prior to beginning cleaning, except that if necessary, limited paint removal will be permitted in order to obtain samples of the waste for the disposal facilities. The waste shall be shipped to the facility within 90 days of the first accumulation of the waste in the containers. When permitted by the Engineer, waste from multiple bridges in the same contract may be transported by the Contractor to a central waste storage location(s) approved by the Engineer in order to consolidate the material for pick up, and to minimize the storage of waste containers at multiple remote sites after demobilization. Arrangements for the final waste pickup shall be made with the waste hauler by the time blast cleaning operations are completed or as required to meet the 90 day limit stated above.

The Contractor shall submit a waste accumulation inventory table to the Engineer no later than the 5<sup>th</sup> day of the month. The table shall show the number and size of waste containers filled each day in the preceding month and the amount of waste shipped that month, including the dates of shipments.

The Contractor shall prepare a manifest supplied by the IEPA for off-site treatment and disposal before transporting the hazardous waste off-site. The Contractor shall prepare a land ban notification for the waste to be furnished to the disposal facility. The Contractor shall obtain the handwritten signature of the initial transporter and date of the acceptance of the manifest. The Contractor shall send one copy of the manifest to the IEPA within two working days of transporting the waste off-site. The Contractor shall furnish the generator copy of the manifest and a copy of the land ban notification to the Engineer. The Contractor shall give the transporter the remaining copies of the manifest.

All other project waste shall be removed from the site according to Federal, State and Local regulations, with all waste removed from the site prior to final Contractor demobilization.

The Contractor shall make arrangements to have other hazardous waste, which he/she generates, such as used paint solvent, transported to the Contractor's facility at the end of each day that this waste is generated. These hazardous wastes shall be manifested using the Contractor's own generator number to a treatment or disposal facility from the Contractor's facility. The Contractor shall not combine solvents or other wastes with cleaning residue wastes. All waste streams shall be stored in separate containers.

The Contractor is responsible for the payment of any fines and undertaking any clean up activities mandated by State or federal environmental agencies for improper waste handling, storage, transportation, or disposal.

Contractor personnel shall be trained in the proper handling of hazardous waste, and the necessary notification and clean up requirements in the event of a spill. The Contractor shall maintain a copy of the personnel training records at each bridge site.

<u>Basis of Payment</u>. The soil, water, and air monitoring, containment, collection, temporary storage, transportation, testing and disposal of all project waste, and all other work described herein will be paid for at the contract lump sum price for CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES at the designated location. Payment will not be authorized until all requirements have been fulfilled as described in this specification, including the preparation and submittal of all QC documentation, submittal of environmental monitoring and waste test results, and disposal of all waste.

### <u>Appendix 1 – Reference List</u>

The Contractor shall maintain the following reference standards and regulations on site for the duration of the project:

- Illinois Environmental Protection Agency Information Statement on the Removal of Lead-Based Paint from Exterior Surfaces, latest revision
- Illinois Environmental Protection Act
- SSPC Guide 6, Guide for Containing Debris Generated During Paint Removal Operations
- 29 CFR 1926.62, Lead in Construction
- 40 CFR Part 50, Appendix B, Reference Method for the Determination of Suspended Particulate Matter in the Atmosphere (High-Volume Method)
- 40 CFR Part 50, Appendix G, Reference Method for the Determination of Lead in Suspended Particulate Matter Collected from Ambient Air
- SSPC Guide 16, Guide to Specifying and Selecting Dust Collectors
- SSPC TU-7, Conducting Ambient Air, Soil, and Water Sampling Activities During Surface Preparation and Paint Disturbance Activities.

Table 1           Containment Criteria for Removal of Paint Containing Lead and Other Toxic Metals <sup>1</sup>					
Removal Method	SSPC Class <sup>2</sup>	Containment Material Flexibility	Containment Material Permeability <sup>3</sup>	Containment Support Structure	Containment Material Joints⁴
Hand Tool Cleaning	3P <sup>6</sup>	Rigid or Flexible	Permeable or Impermeable	Minimal	Partially Sealed
Power Tool Cleaning w/ Vacuum	3P <sup>6</sup>	Rigid or Flexible	Permeable or Impermeable	Minimal	Partially Sealed
Power Tool Cleaning w/o Vacuum	2P	Rigid or Flexible	Permeable or Impermeable	Rigid or Flexible	Fully or Partially Sealed
Water Jetting Wet Ab Blast Water Cleaning <sup>7</sup>	2W-3W	Rigid or Flexible	Permeable and Impermeable <sup>7</sup>	Rigid, Flexible, or Minimal	Fully and Partially Sealed
Abrasive Blast Cleaning	1A	Rigid or Flexible	Impermeable	Rigid or Flexible	Fully Sealed
Vacuum Blast Cleaning	4A <sup>6</sup>	Rigid or Flexible	Permeable	Minimal	Partially Sealed

Table 1 (Continued) Containment Criteria for Removal of Paint Containing Lead and Other Toxic Metals <sup>1</sup>					
Removal Method	SSPC Class <sup>2</sup>	Containment Entryway	Ventilation System Required <sup>5</sup>	Negative Pressure Required	Exhaust Filtration Required
Hand Tool Cleaning	3P <sup>6</sup>	Overlapping or Open Seam	Natural	No	No
Power Tool Cleaning w/ Vacuum	3P <sup>6</sup>	Overlapping or Open Seam	Natural	No	No
Power Tool Cleaning w/o Vacuum	2P	Overlapping or Open Seam	Natural	No	No
Water Jetting Wet Ab Blast Water Cleaning <sup>7</sup>	2W-3W	Overlapping or Open Seam	Natural	No	No
Abrasive Blast Cleaning	1A	Airlock or Resealable	Mechanical	Yes	Yes
Vacuum Blast Cleaning	4A <sup>6</sup>	Open Seam	Natural	No	No

#### Notes:

<sup>1</sup>This table provides general design criteria only. It does not guarantee that specific controls over emissions will occur because unique site conditions must be considered in the design. Other combinations of materials may provide controls over emissions equivalent to or greater than those combinations shown above.

<sup>2</sup>The SSPC Classification is based on SSPC Guide 6. Note that for work over water, water booms or boats with skimmers must be employed, where feasible, to contain spills or releases. Debris must be removed daily at a minimum.

<sup>3</sup>Permeability addresses both air and water as appropriate. In the case of water removal methods, the containment materials must be resistant to water. Ground covers should always impermeable, and of sufficient strength to withstand the impact and weight of the debris and the equipment used for collection and clean-up. Ground covers must also extend beyond the containment boundary to capture escaping debris.

<sup>4</sup> If debris escapes through the seams, then additional sealing of the seams and joints is required.

<sup>5</sup>When "Natural" is listed, ventilation is not required provided the emissions are controlled as "specified in this Special Provision, and provided worker exposures are properly controlled. If unacceptable emissions or worker exposures to lead or other toxic metals occur, incorporate a ventilation system into the containment.

<sup>6</sup>Ground covers and wall tarpaulins may provide suitable controls over emissions without the need to completely enclose the work area.

<sup>7</sup>This method applies to water cleaning to remove surface contaminants, and water jetting (with and without abrasive) and wet abrasive blast cleaning where the goal is to remove paint. Although both permeable and impermeable containment materials are included, ground covers and the lower portions of the containment must be water impermeable with fully sealed joints, and of sufficient strength and integrity to facilitate the collection and holding of the water and debris for proper disposal. If water or debris, other than mist, escape through upper sidewalls or ceiling areas constructed of permeable materials, they shall be replaced with impermeable materials. Permeable materials for the purpose of this specification are defined as materials with openings measuring 25 mils (1 micron) or less in greatest dimension.

- A. Containment Components The basic components that make up containment systems are defined below. The components are combined in Table 1 to establish the minimum containment system requirements for the method(s) of paint removal specified for the Contract.
  - 1. Rigidity of Containment Materials Rigid containment materials consist of solid panels of plywood, aluminum, rigid metal, plastic, fiberglass, composites, or similar materials. Flexible materials consist of screens, tarps, drapes, plastic sheeting, or similar materials. When directed by the Engineer, do not use flexible materials for horizontal surfaces directly over traffic lanes or vertical surfaces in close proximity to traffic lanes. If the Engineer allows the use of flexible materials, The Contractor shall take special precautions to completely secure the materials to prevent any interference with traffic.
  - 2. Permeability of Containment Materials The containment materials are identified as air impenetrable if they are impervious to dust or wind such as provided by rigid panels, coated solid tarps, or plastic sheeting. Air penetrable materials are those that are formed or woven to allow air flow. Water impermeable materials are those that are capable of containing and controlling water when wet methods of preparation are used. Water permeable materials allow the water to pass through. Chemical resistant materials are those resistant to chemical and solvent stripping solutions. Use fire retardant materials in all cases.
  - 3. Support Structure Rigid support structures consist of scaffolding and framing to which the containment materials are affixed to minimize movement of the containment cocoon. Flexible support structures are comprised of cables, chains, or similar systems to which the containment materials are affixed. Use fire retardant materials in all cases.
  - 4. Containment Joints Fully sealed joints require that mating surfaces between the containment materials and to the structure being prepared are completely sealed. Sealing measures include tape, caulk, Velcro, clamps, or other similar material capable of forming a continuous, impenetrable or impermeable seal. When materials are overlapped, a minimum overlap of 8 in. (200 mm) is required.
  - 5. Entryway An airlock entryway involves a minimum of one stage that is fully sealed to the containment and which is maintained under negative pressure using the ventilation system of the containment. Resealable door entryways involve the use of flexible or rigid doors capable of being repeatedly opened and resealed. Sealing methods include the use of zippers, Velcro, clamps, or similar fasteners. Overlapping door tarpaulin entryways consist of two or three overlapping door tarpaulins.

- 6. Mechanical Ventilation The requirement for mechanical ventilation is to ensure that adequate air movement is achieved to reduce worker exposure to toxic metals to as low as feasible according to OSHA regulations (e.g., 29 CFR 1926.62), and to enhance visibility. Design the system with proper exhaust ports or plenums, adequately sized ductwork, adequately sized discharge fans and air cleaning devices (dust collectors) and properly sized and distributed make-up air points to achieve a uniform air flow inside containment for visibility. The design target for airflow shall be a minimum of 100 ft. (30.5m) per minute cross-draft or 60 ft. (18.3 m) per minute downdraft. Increase these minimum airflow requirements if necessary to address worker lead exposures. Natural ventilation does not require the use of mechanical equipment for moving dust and debris through the work area.
- 7. Negative Pressure When specified, achieve a minimum of 0.03 in. (7.5 mm) water column (W.C.) relative to ambient conditions, or confirm through visual assessments for the concave appearance of the containment enclosure.
- 8. Exhaust Ventilation When mechanical ventilation systems are used, provide filtration of the exhaust air, to achieve a filtration efficiency of 99.9 percent at 0.02 mils (0.5 microns).

## HAZARDOUS WASTE CONTINGENCY PLAN FOR LEAD BASED PAINT REMOVAL PROJECTS

Bridge No.:	
Location:	
USEPA Generator No.:	
IEPA Generator No.:	

Note:

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- 1. A copy of this plan must be kept at the bridge while the Contractor's employees are at the site.
- 2. A copy of the plan must be mailed to the police and fire departments and hospital identified herein.

Primary Emergency Coordinator

Name:		_
Address:		
City:		
Phone:	(Work)	
	(Home)	

Alternate Emergency Coordinator

Name:		
Address:		
City:		
Phone:		
	(Home)	

# Emergency Response Agencies

POL	JCE:			
1.	State Police (if bridge not ir	ı city) Phone:		
	District No.			
	Address:			
2.		Phone:		
	County:			
3.		Phone:	<b>●</b> <sup>**</sup> * -	
	District No.			
Arran arran	gemento).	(Describe arrangements or refusal		ıke
FIRE:				
1.	City	Phone:		
2.		Phone:		

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3. Other \_\_\_\_\_Phone: \_\_\_\_\_

Name: \_\_\_\_\_\_

Arrangements made with fire departments: (Describe arrangements or refusal by fire departments to make arrangements):

HOSPITAL:

 Name:
 \_\_\_\_\_Phone:
 \_\_\_\_\_

 Address:
 \_\_\_\_\_\_

Arrangements made with hospital: (Describe arrangements or refusal by hospital to make arrangements):

Properties of waste and hazard to health:

Places where employees working:

Location of Bridge:

Types of injuries or illness which could result:

Appropriate response to release of waste to the soil:

Appropriate response to release of waste to surface water:

#### Emergency Equipment at Bridge

Emergency Equipment List 1. Two-way radio	Location of Equipment Truck	Description of Equipment	Capability of Equipment Communication	
2. Portable Fire Extinguisher	Truck		Extinguishes Fire	
3. Absorbent Material	Truck		Absorbs Paint or Solvent Spills	
4. Hand Shovel	Truck		Scooping Material	
5.  55 Gallon (208 L) Drum	Truck		Storing Spilled Material	4. 3
6.  5 Gallon (19 L) Pail	Truck		Storing Spilled Material	

#### **Emergency Procedure**

- 1. Notify personnel at the bridge of the emergency and implement emergency procedure.
- 2. Identify the character, source, amount and extent of released materials.
- 3. Assess possible hazards to health or environment.
- 4. Contain the released waste or extinguish fire. Contact the fire department if appropriate.
- 5. If human health or the environment is threatened, contact appropriate police and fire department. In addition, the Emergency Services and Disaster Agency needs to be called using their 24-hour toll free number (800-782-7860) and the National Response Center using their 24-hour toll free number (800-824-8802).
- 6. Notify the Engineer that an emergency has occurred.
- 7. Store spilled material and soil contaminated by spill, if any, in a drum or pail. Mark and label the drum or pail for disposal.
- 8. Write a full account of the spill or fire incident including date, time, volume, material, and response taken.
- 9. Replenish stock of absorbent material or other equipment used in response.

# PIPE UNDERDRAINS FOR STRUCTURES

Effective: May 17, 2000 Revised: January 22, 2010

<u>Description</u>. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe underdrain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 16, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

<u>Construction Requirements.</u> All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

<u>Method of Measurement.</u> Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.

## POROUS GRANULAR EMBANKMENT, SPECIAL Effective: September 28, 2005

Revised: November 14, 2008

<u>Description.</u> This work shall consist of furnishing and placing porous granular embankment special material as detailed on the plans, according to Section 207 except as modified herein.

<u>Materials.</u> The gradation of the porous granular material may be any of the following CA 8 thru CA 18, FA 1 thru FA 4, FA 7 thru FA 9, and FA 20 according to Articles 1003 and 1004.

Construction. The porous granular embankment special shall be installed according to Section 207, except that it shall be uncompacted.

Basis of Payment. This work will be paid for at the contract unit price per Cubic Yard (Cubic Meter) for POROUS GRANULAR EMBANKMENT, SPECIAL.

#### STRUCTURAL REPAIR OF CONCRETE

Effective: March 15, 2006 Revised: January 22, 2010

Description. This work shall consist of structurally repairing concrete.

Materials. Materials shall be according to the following.

	Article/Section
<ul><li>(a) Portland Cement Concrete (Note 1)</li><li>(b) R1 or R2 Mortar (Note2)</li></ul>	
(c) Normal Weight Concrete (Note 3)	
(d) Shotcrete (High Performance) (Note 4)	
(e) Reinforcement Bars	
(f) Anchor Bolts	
(g) Water	
(h) Curing Compound (Type I)	
(i) Cotton Mats	
(j) Protective Coat	
(k) Epoxy (Note 5)	
<ol> <li>Mechanical Bar Splicers (Note 6)</li> </ol>	

- Note 1. The concrete shall be Class SI, except the cement factor shall be a minimum 6.65 cwt/cu. yd. (395 kg/cu. m), the coarse aggregate shall be a CA 16, and the strength shall be a minimum 4000 psi (27,500 kPa) compressive or 675 psi (4650 kPa) flexural at 14 days. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump, but the cement factor shall not be reduced. This cement factor restriction shall also apply if a water-reducing admixture is used.
- Note 2. The R1 or R2 mortar shall be from the Department's approved list of Packaged, Dry, Rapid Hardening, Cementitious Materials for Concrete Repairs with coarse aggregate added. The amount of coarse aggregate added to the R1 or R2 Mortar shall be per the manufacturer's recommendations. The coarse aggregate gradation shall be CA 16 from an Aggregate Gradation Control System source or a packaged aggregate meeting Article 1004.02 with a maximum size of 1/2 in. (12.5 mm). The R1 or R2 Mortar and coarse aggregate mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump.
- Note 3. The packaged concrete mixture shall be from the Department's approved list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. Proportioning shall be according to ASTM C 387, except the minimum cement factor shall be 6.65 cwt/cu. yd. (395)

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kg/cu. m). Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump.

Note 4. A packaged, pre-blended, and dry combination of materials, for the wet-mix shotcrete method shall be provided according to ASTM C 1480. An accelerator is prohibited, except the shotcrete may be modified at the nozzle with a non-chloride accelerator for overhead applications. The shotcrete shall be Type FA or CA, Grade FR, and Class I. The fibers shall be Type III synthetic according to ASTM C 1116.

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

Each individual aggregate used in the packaged shotcrete shall have either a maximum ASTM C 1260 expansion of 0.16 percent or a maximum ASTM C 1293 expansion of 0.040 percent. However, the ASTM C 1260 value may be increased to 0.27 percent for each individual aggregate if the cement total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) does not exceed 0.60 percent. As an alternative to these requirements, ASTM C 1567 testing which shows the packaged shotcrete has a maximum expansion of 0.16 percent may be submitted. The ASTM C 1260, C 1293, or C 1567 test shall be performed a minimum of once every two years.

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

The packaged shotcrete shall be limited to the following proportions:

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

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

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

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

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

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

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

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

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

- Note 5. In addition ASTM C 881, Type IV, Grade 2 or 3, Class A, B, or C may be used.
- Note 6. Mechanical bar splicers shall be from the approved list of Mechanical Reinforcing Bar Splicers / Coupler Systems, and shall be capable of developing in tension at least 125 percent of the yield strength of the existing reinforcement bar.

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

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

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

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

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

## **Construction Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All repaired members shall be restored as close as practicable to their original dimensions.

Curing shall be done according to Article 1020.13.

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

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

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

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

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

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

The shotcrete shall be applied according to ACI 506R, and shall be done in a manner that does not result in cold joints, laminations, sandy areas, voids, sags, or separations. In addition, the shotcrete shall be applied in a manner that results in maximum

densification of the shotcrete. Shotcrete which is identified as being unacceptable while still plastic shall be removed and re-applied.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SLIPFORM PARAPET Effective: June 1, 2007 Revised: January 12, 2009

The following shall be added to the end of Article 503.16(b) of the Standard Specifications.

(3) Slipforming parapets. Unless otherwise prohibited on the plans or when conduit is longitudinally embedded in the parapet(s), at the option of the Contractor, concrete parapets on bridge decks may be constructed by slipforming in lieu of the conventional forming methods. The slipform machine shall have automatic horizontal and vertical grade control and be approved by the Engineer.

The concrete mix design 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 in a proportion approved by the Engineer.

The slipform machine speed shall not exceed 3 ft (0.9 m) per minute. Any section of parapet placed with the slipform machine moving in excess of the maximum allowed speed will be rejected. Any time the speed of the machine drops below 0.5 ft (150 mm) per minute will be considered a stoppage of the slipforming operation, portions of parapet placed with three or more intermittent stoppages within any 15 ft (4.6 m) length will be rejected. The contractor shall schedule concrete delivery to maintain a uniform delivery rate of concrete is interrupted by more than 15 minutes, the portion of the wall within the limits of the slipform machine will be rejected. Any portion of the parapet where the slipforming operation is interrupted or stopped within the 15 minute window may be subject to coring to verify acceptance.

If the Contractor elects to slipform, the parapet cross-sectional area and reinforcement bar clearances shall be revised according to the detail for the Concrete Parapet Slipforming Option.

The Contractor may propose supplemental reinforcement stiffening details subject to the approval of the Engineer.

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The use of cast-in-place anchorage devices for attaching appurtenances and/or railings to the parapets will not be allowed in conjunction with slipforming of parapets. Alternates means for making these attachments shall be as detailed on the plans or as approved by the Engineer.

All reinforcement bar intersections within the parapet cross section shall be 100 percent tied to maintain rigidity during concrete placement. At pre-planned sawcut joints in the parapet, Glass Fiber Reinforced Polymer (GFRP) reinforcement shall be used to maintain the rigidity of the reinforcement cage across the proposed joints as detail for the Concrete Parapet Slipforming Option.

Glass Fiber Reinforced Polymer (GFRP) reinforcement shall be subject to approval by the Engineer. Other non-ferrous reinforcement may be proposed for use but shall be subject to approval by the Engineer.

The contractor may use additional stiffening reinforcement bars to prevent movement of the reinforcement cage subject to approval by the Engineer. Clearances for these bars shall be the same as shown for the required bars and these bars shall be epoxy coated. If the additional reinforcement is used, it shall be at no additional cost to the Department.

For projects with plan details specifying parapet joints spaced greater than 20 ft (6 m) apart, additional sawcut joints, spaced between 10 ft (3 m) and 20 ft (6 m), shall be placed as directed by the Engineer. The horizontal reinforcement extending through the proposed joints shall be precut to provide a minimum of 4 in. (100 mm) gap, centered over the joint, between rebar ends. The ends of the reinforcement shall be repaired according to Article 508.05.

After the slipform machine has been set to proper grade and prior to concrete placement, the clearance between the slipform machine inside faces and reinforcement bars shall be checked during a dry run by the Contractor in the presence of the Engineer. The dry run shall not begin until the entire reinforcing cage has been tied and the Engineer has verified and approved the placement and tying of the reinforcing bars. Any reinforcement bars found to be out of place by more than ½ in. (13 mm), or any dimensions between bars differing from the plans by more than ½ in. (13 mm) shall be re-tied to the plan dimensions.

During the dry run and in the presence of the Engineer, the Contractor shall check the clearance of the reinforcement bars from the inside faces of the slipform mold. In all locations, the Contractor shall ensure the reinforcement bars have the minimum cover distance shown on the plans. This dry run check shall be made for the full distance that is anticipated to be placed in the subsequent pour. Reinforcement bars found to have less than the minimum clearance shall be adjusted and the dry run will be performed again, at least in any locations that have been readjusted.

For parapets adjacent to the watertable, the contractor shall, for the duration of the construction and curing of the parapet, provide and maintain an inspection platform along the back face of the parapet. The inspection platform shall be rigidly attached to the bridge superstructure and be of such design to allow ready movement of inspection personnel along the entire length of the bridge.

The aluminum cracker plates as detailed in the plans shall be securely tied in place and shall be coated or otherwise treated to minimize their potential reaction with wet concrete. In lieu of chamfer strips at horizontal and vertical edges, radii may be used. Prior to slipforming, the Contractor shall verify proper operation of the vibrators using a mechanical measuring device subject to approval by the Engineer.

The top portion of the joint shall be sawcut as shown in Detail for the Concrete Parapet Slipforming Option. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling. All joints shall be sawed to the full thickness before uncontrolled shrinkage cracking takes place but no later than 8 hours after concrete placement. The sawcut shall be approximately 3/8 in. (10 mm) wide and shall be performed with a power circular concrete saw. The joints shall be sealed with an approved polyurethane sealant, conforming to ASTM C 920, Type S, Grade NS, Class 25, Use T, to a minimum depth of 1/2 in. (12 mm), with surface preparation and installation according to the manufacturer's written instructions. Cork, hemp or other compressible material may be used as a backer. The sawcut will not require chamfered edges.

Ends of the parapet shall be formed and the forms securely braced. When slipforming of parapets with cross sectional discontinuities such as light standards, junction boxes or other embedded appurtenances except for name plates, is allowed, the parapet shall be formed for a minimum distance of 4 ft (1.2 m) on each side of the discontinuity.

For acceptance and rejection purposes a parapet section shall be defined as the length of parapet between adjacent vertical parapet joints.

The maximum variance of actual to proposed longitudinal alignment shall not exceed  $\pm 3/4$  in. (20 mm) with no more than 1/4 inch in 10 ft (6 mm in 3 m). Notwithstanding this tolerance, abrupt variance in actual alignment of 1/2 inch in 10 ft (13 mm in 3 m) will be cause for rejection of the parapet section.

In addition, all surfaces shall be checked with a 10 ft (3 m) straight edge furnished and used by the Contractor as the concrete is extruded from the slipform mold. Continued variations in the barrier surface exceeding 1/4 inch in 10 ft (6 mm in 3 m) will not be permitted and remedial action shall immediately be taken to correct the problem.

The use of equipment or methods which result in dimensions outside the tolerance limits shall be discontinued. Parapet sections having dimensions outside the tolerance limits will be rejected.

Any visible indication that less than specified cover of concrete over the reinforcing bars has been obtained, or of any cracking, tearing or honeycombing of the plastic concrete, or any location showing diagonal or horizontal cracking will be cause for rejection of the parapet section in which they are found.

The vertical surfaces at the base of the barrier within 3 in. (75 mm) of the deck surface shall be trowelled true after passage of the slipform machine. Any deformations or bulges remaining after the initial set shall be removed by grinding after the concrete has hardened. Hand finishing of minor sporadic surface defects may be allowed at the discretion of the Engineer.

Slipformed parapets shall be cured according to either Article 1020.13(a)(3) or Article 1020.13(a)(5). For either method, the concrete surface shall be covered within 30 minutes after it has been finished. In addition, a soaker hose shall be placed on the top surface of the parapet, and the curing material kept wet with a continuous supply of water for the entire curing period. The cotton mats or burlap covering shall be held in place with brackets or other method approved by the Engineer. The Contractor shall have the option to substitute linseed oil emulsion for protective coat and delay the start of wet curing during the period from April 16 through October 31. The linseed oil emulsion shall be applied according to Articles 1020.13 Notes-General 8/ and 1020.13(a)(4). The delay for wet curing shall not exceed 3 hours after application of the linseed oil emulsion.

A maximum of three random 4 in. (100 mm) diameter cores per 100 ft (30 m) of parapet shall be taken as directed by the Engineer, but no less than three random cores shall be taken for each parapet pour. Separate parapets poured on the same date shall be considered separate pours. Random cores will not be measured for payment.

The Engineer will mark additional locations for cores where, in the sole opinion of the Engineer, the quality of the slipformed parapet is suspect.

Any cores showing voids of any size adjacent to the reinforcement bars, or showing voids not adjacent to reinforcement bars of 1/4 square inch (160 square millimeters) in area or more, or showing signs of segregation, or showing signs of cracking shall be considered failures and the parapet section from which it was taken will be rejected.

Rejected parapet sections shall be removed and replaced for the full depth cross-section of the parapet. The minimum length of parapet removed and replaced shall be 3 ft (1 m). Additional cores may be required to determine the longitudinal extent of removal and replacement if it can not be determined and agreed upon by other means (i.e. visual, sounding, non-destructive testing, etc.).

Any parapet section with more than one half of its length rejected or with remaining segments less than 10 ft (3 m) in length shall be removed and replaced in its entirety.

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If reinforcement bars are damaged during the removal and replacement, additional removal and replacement shall be done, as necessary, to ensure minimum splice length of replacement bars. Any damage to epoxy coating of bars shall be repaired according to Article 508.05.

All core holes will be filled with a non-shrink grout meeting the requirements of Section 1024.

<u>Basis of Payment.</u> When the contractor, at his/her option, constructs the parapet using slipforming methods, no adjustment in the quantities for Concrete Superstructures and Reinforcement Bars, Epoxy Coated to accommodate this option will be allowed. Compensation under the contract bid items for Concrete Superstructures and Reinforcement Bars, Epoxy

Coated shall cover the cost of all work required for the construction of the parapet and for any additional costs of work or materials associated with slipforming methods.

## 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.

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# 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:

Will County

16841 W. Laraway Road, Joliet, IL 60433

Alfred Benesch & Company

205 N. Michigan Avenue, Suite 2400, Chicago, IL 60601

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

## ALKALI-SILICA REACTION FOR CAST-IN-PLACE CONCRETE (BDE)

Effective: August 1, 2007 Revised: January 1, 2009

<u>Description</u>. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to precast products or precast prestressed products.

<u>Aggregate Expansion Values</u>. Each coarse and 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 cement having a total equivalent alkali content ( $Na_2O + 0.658K_2O$ ) 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 and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

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

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

<u>Mixture Options</u>. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

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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, 2 and 3 combined, 4, or 5 shall be used.

Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

For Class PP-3 concrete the mixture options are not applicable, and any cement may be used with the specified finely divided minerals.

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.

When a coarse or 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. The replacement ratio is defined as "finely divided mineral:portland cement".
  - 1) Class F Fly Ash. For Class PV, BS, MS, DS, SC, and SI concrete and cement aggregate mixture II (CAM II), Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
  - 2) Class C Fly Ash. For Class PV, MS, SC, and SI Concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.

For Class PP-1, RR, BS, and DS concrete and CAM II, Class C fly ash with less than 26.5 percent calcium oxide content shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

 Ground Granulated Blast-Furnace Slag. For Class PV, BS, MS, SI, DS, and SC concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.

For Class PP-1 and RR concrete, ground granulated blast-furnace slag shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

For Class PP-2, ground granulated blast-furnace slag shall replace 25 to 30 percent of the portland cement at a minimum replacement ratio of 1:1.

- Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- 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, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- 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 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.

<u>Testing</u>. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II 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 or wick of absorbent material, 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.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement Concrete or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

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# APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS INSIDE ILLINOIS STATE BORDERS (BDE)

Effective: November 1, 2008

Revise the title of Article 107.22 of the Standard Specifications to read:

"107.22 Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders."

Add the following sentence to the end of the first paragraph of Article 107.22 of the Standard Specifications:

"Proposed borrow areas, use areas, and/or waste areas outside of Illinois shall comply with Article 107.01."

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## CEMENT (BDE)

Effective: January 1, 2007 Revised: April 1, 2009

Revise Section 1001 of the Standard Specifications to read:

# "SECTION 1001. CEMENT

**1001.01** Cement Types. Cement shall be according to the following.

(a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. The total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. However, a cement kiln dust inorganic processing addition shall be limited to a maximum of 1.0 percent. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack set, and improve grinding efficiency. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

(b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement.

For cast-in-place construction, portland-pozzolan cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-

reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

(c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IS portland blast-furnace slag cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The blast-furnace slag constituent for Type IS shall be a maximum of 25 percent of the weight (mass) of the portland blast-furnace slag cement.

For cast-in-place construction, portland blast-furnace slag cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
  - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
  - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
  - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al<sub>2</sub>O<sub>3</sub>), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO<sub>3</sub>), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

**1001.02** Uniformity of Color. Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

**1001.03** Mixing Brands and Types. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

**1001.04 Storage.** Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

# CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003 Revised: April 1, 2009

Replace the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). The Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. 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(s) 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 overylay 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."

Revise Section 1021 of the Standard Specifications to read:

# **"SECTION 1021. CONCRETE ADMIXTURES**

**1021.01 General.** Admixtures shall be furnished in liquid form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable as to manufacturer and trade name of the material they contain.

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's Approved List of Concrete Admixtures. For the admixture submittal, a report prepared by an independent laboratory accredited by the AASHTO Materials Reference Laboratory (AMRL) for Portland Cement Concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, for corrosion inhibitors the ASTM G 109 test information specified in ASTM C 1582 is not required to be from and independent lab. All other information in ASTM C 1582 shall be from and independent lab.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 5.65 cwt/cu yd (335 kg/cu m). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to AASHTO T 161, Procedure B. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

The manufacturer shall include in the submittal the following admixture information: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and the manufacturing range for pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM C 494. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to ASTM C 260.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, and 1021.07, the pH allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to ASTM C 494.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by AASHTO.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass).

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.

**1021.02Air-Entraining Admixtures.** Air-entraining admixtures shall be according to AASHTO M 154.

**1021.03 Retarding and Water-Reducing Admixtures.** The admixture shall be according to the following.

- (a) The retarding admixture shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall be according to AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

**1021.04Accelerating Admixtures.** The admixture shall be according to AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating).

**1021.05Self-Consolidating Admixtures.** The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete mixture that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall be according to AASHTO M 194, Type F.

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

**1021.06Rheology-Controlling Admixture.** The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).

1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

(a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).

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(b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582."

#### CONCRETE JOINT SEALER (BDE)

Effective: January 1, 2009

Add the following to the end of the second paragraph of Article 503.19 of the Standard Specifications:

"After the surface is clean and before applying protective coat, joints being sealed according to Section 588 shall be covered with a masking tape."

Revise Section 588 of the Standard Specifications to read:

# **"SECTION 588. CONCRETE JOINT SEALER**

**588.01 Description.** This work shall consist of sealing the transverse joint in the bridge roadway slab.

588.02 Materials. Materials shall be according to the following.

ltem	Article/Section
(a) Hot-Poured Joint Sealer	1050.02
(b) Preformed Flexible Foam Expansion Joint Filler	

#### CONSTRUCTION REQUIREMENTS

**588.03 General.** The faces of all joints to be sealed shall be free of foreign matter, curing compound, oils, grease, dirt, free water, and laitance. Concrete joints to be sealed shall be free of cracked or spalled areas. Any cracked areas shall be chipped back to sound concrete before placing joint sealer.

The hot-poured joint sealer shall be placed when the air temperature in the shade is 40 °F (5 °C) or higher, unless approved by the Engineer.

A continuous length of expansion joint filler of the size designated on the plans, shall be placed in the joint opening at the depth below the finished surface of the joint shown on the plans. Hot-poured joint sealer shall be stirred during heating to prevent localized overheating. The sealing material shall be applied to each joint opening according to the details shown on the plans or as directed by the Engineer, without spilling on the exposed concrete surfaces.

All bridge joints shall be filled to 1/4 in. (6 mm) below the finished surface of the joint. This is to be interpreted to mean that the surface of the sealant shall be level and the point of its contact with the sidewalls of the joint shall be 1/4 in. (6 mm) below the finished surface of the joint.

Any sealing compound that is not bonded to the joint wall or face 24 hours after placing shall be removed and the joint shall be cleaned and resealed.

**588.04 Basis of Payment.** This work will not be paid for as a separate item, but shall be considered as included in the unit price bid for the major item of construction involved."

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#### CONCRETE MIX DESIGNS (BDE)

#### Effective: April 1, 2009

Add the following to Article 1020.05(c) of the Standard Specifications:

- "(5) Performance Based Finely Divided Mineral Combination. For Class PV and SI concrete a performance based finely divided mineral combination may be used. The minimum cement factor, maximum cement factor, and water cement ratio of Article 1020.04 shall be replaced with the values below, and the performance based finely divided mineral combination herein is an alternative to Articles 1020.05(c)(1), (c)(2), (c)(3), and (c)(4). The mix design shall meet the following requirements and the Engineer may request a trial batch.
  - a. The mixture shall contain a minimum of 375 lbs/cu yd (222 kg/cu m) of portland cement. For a blended cement, a sufficient amount shall be used to obtain the required 375 lbs/cu yd (222 kg/cu m) of portland cement in the mixture. For example, a blended cement stated to have 20 percent finely divided mineral, ignoring any ASTM C 595 tolerance on the 20 percent, would require a minimum of 469 lbs/cu yd (278 kg/cu m) of material in the mixture. When the mixture is designed for cement content from 375 lbs/cu yd (222 kg/cu m) to 400 lbs/cu yd (237 kg/cu m), the total of organic processing additions, inorganic processing additions, and limestone addition in the cement shall not exceed 5.0 percent.
  - b. The mixture shall contain a maximum of two finely divided minerals. The finely divided mineral in a blended cement shall count toward the total number of finely divided minerals allowed. The finely divided mineral(s) shall constitute a maximum of 35.0 percent of the total cement plus finely divided mineral(s). 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 5.0 percent. The finely divided mineral in the blended cement shall apply to the maximum 35.0 percent, and shall be determined as discussed in a. above for determining portland cement in blended cement.
  - c. For central mixed Class PV and SI concrete, the mixture shall contain a minimum of 535 lbs/cu yd (320 kg/cu m) of cement and finely divided mineral(s) summed together, and a water-reducing admixture shall be used. The value shall be 565 lbs/cu yd (335 kg/cu m) without a water-reducing admixture.

For truck mixed or shrink mixed Class PV and SI concrete, the mixture shall contain a minimum of 575 lbs/cu yd (345 kg/cu m) of cement and finely

divided mineral(s) summed together, and a water-reducing admixture shall be used. The value shall be 605 lbs/cu yd (360 kg/cu m) without a water-reducing admixture.

- d. The mixture shall contain a maximum of 705 lbs/cu yd (418 kg/cu m) of cement and finely divided mineral(s) summed together.
- e. The mixture shall have a water/cement ratio of 0.32 0.44.
- f. The mixture shall not be used for placement underwater.
- g. The combination of cement and finely divided mineral(s) shall have an ASTM C 1567 expansion value ≤ 0.16 percent, and shall be performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly.

If during the two year time period the Contractor needs to replace the portland cement, and the replacement portland cement has an equal or lower total equivalent alkali content (Na<sub>2</sub>O +  $0.658K_2O$ ), a new ASTM C 1567 test will not be required. However, replacement of a blended cement with another cement will require a new ASTM C 1567 test."

#### CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009 Revised: July 1, 2009

<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 submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

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

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

- Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:
  - 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
  - 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
  - 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
  - 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
  - 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
  - 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
  - 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
  - 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
  - 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

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

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

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

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

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#### DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 1, 2010

<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. This 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 **27%** 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 forth 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 may 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 web site 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 is not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document the good faith efforts of the bidder 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 commits 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 commit 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 formal 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 and 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 why good faith efforts have not been found.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after 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 issue of whether an adequate good faith effort was made to meet the contract goal. 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 whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the 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 contact. 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 it 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 or 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 Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) 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) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. 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.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
  - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably 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) 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.
- (f) 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.
- (g) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (h) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.
- (i) 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

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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.

(j) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

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# DOWEL BARS (BDE)

Effective: April 1, 2007 Revised: January 1, 2008

Revise the fifth and sixth sentences of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm) and patching of the ends will not be required. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list."

#### ENGINEER'S FIELD OFFICE TYPE A (BDE)

Effective: April 1, 2007 Revised: August 1, 2008

Revise Article 670.02 of the Standard Specifications to read:

"670.02 Engineer's Field Office Type A. Type A field offices shall have a minimum ceiling height of 7 ft (2 m) and a minimum floor space 450 sq ft (42 sq m). The office shall be provided with sufficient heat, natural and artificial light, and air conditioning.

The office shall have an electronic security system that will respond to any breach of exterior doors and windows. Doors and windows shall be equipped with locks. Doors shall also be equipped with dead bolt locks or other secondary locking device.

Windows shall be equipped with exterior screens to allow adequate ventilation. All windows shall be equipped with interior shades, curtains, or blinds. Adequate all-weather parking space shall be available to accommodate a minimum of ten vehicles.

Suitable on-site sanitary facilities meeting Federal, State, and local health department requirements shall be provided, maintained clean and in good working condition, and shall be stocked with lavatory and sanitary supplies at all times.

Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. Solid waste disposal consisting of two waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

In addition, the following furniture and equipment shall be furnished.

- (a) Four desks with minimum working surface 42 x 30 in. (1.1 m x 750 mm) each and five non-folding chairs with upholstered seats and backs.
- (b) One desk with minimum working surface 48 x 72 in. (1.2 x 1.8 m) with height adjustment of 23 to 30 in. (585 to 750 mm).
- (c) One four-post drafting table with minimum top size of 37 1/2 x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (d) Two free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (e) One 6 ft (1.8 m) folding table with six folding chairs.

- (f) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (g) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit.
- (h) One electric desk type tape printing calculator.
- (i) A minimum of two communication paths. The configuration shall include:
  - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
  - (2) Telephone Lines. Three separate telephone lines.
- (j) One plain paper copy machine capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray capable of storing 30 sheets of paper. Letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided.
- (k) One plain paper fax machine with paper.
- (I) Two telephones, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
  - (m) One electric water cooler dispenser.
  - (n) One first-aid cabinet fully equipped.
  - (o) One microwave oven, 1 cu ft (0.03 cu m) minimum capacity.
  - (p) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
  - (q) One electric paper shredder.
- (r) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length."

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Revise the first sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"The building or buildings fully equipped as specified will be paid for on a monthly basis until the building or buildings are released by the Engineer."

Revise the last sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which become the property of the Contractor after release by the Engineer, except that the Department will pay that portion of the monthly long distance telephone bills that, when combined, exceed \$150."

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## EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007 Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

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

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

- "(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.
  - a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate:  $0.5 \times (FHWA \text{ hourly rate - EOC})$ .

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

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All prices shall be agreed to in writing before the equipment is used."

## FILTER FABRIC (BDE)

Effective: November 1, 2009 Revised: January 1, 2010

Revise the physical property tables in Article 1080.03 of the Standard Specifications to read:

"Physical Properties	Gradation 4 & 5	Gradation 6 & 7
Weight of Fabric (oz/sq yd), ASTM D 3776 (Mod.)	6.0 min.	8.0 min.
Burst Strength (psi), ASTM D 3786 <sup>1/</sup>	250 min.	300 min.
Trapezoidal Tear Strength (lb), ASTM D 5733 <sup>2/</sup>	60 min.	75 min.
Grab Tensile Strength (lb), ASTM D 4632 <sup>2/</sup>	160 min.	200 min.
Grab Tensile Elongation (%), ASTM D 4632 <sup>2/</sup>	50 max.	50 max.

Physical Properties (Metric)	Gradation 4 & 5	Gradation 6 & 7
Weight of Fabric (g/sq m), ASTM D 3776 (Mod.)	200 min.	270 min.
Burst Strength (kPa), ASTM D 3786 <sup>1/</sup>	1720 min.	2070 min.
Trapezoidal Tear Strength (N), ASTM D 5733 <sup>2/</sup>	265 min.	335 min.
Grab Tensile Strength (N), ASTM D 4632 <sup>2/</sup>	700 min.	900 min.
Grab Tensile Elongation (%), ASTM D 4632 <sup>2/</sup>	50 max.	50 max.

1/ Manufacturer's certification of fabric to meet requirements.

2/ Test sample shall be tested wet."

# HMA - HAULING ON PARTIALLY COMPLETED FULL-DEPTH PAVEMENT (BDE)

Effective: January 1, 2008

Revise Article 407.08 of the Standard Specifications to read:

"407.08 Hauling on the Partially Completed Full-Depth Pavement. Legally loaded trucks will be permitted on the partially completed full-depth HMA pavement only to deliver HMA mixture to the paver, provided the last lift has cooled a minimum of 12 hours. Hauling shall be limited to the distances shown in the following tables. The pavement surface temperature shall be measured using an infrared gun. The use of water to cool the pavement to permit hauling will not be allowed. The Contractor's traffic pattern shall minimize hauling on the partially completed pavement and shall vary across the width of the pavement such that "tracking" of vehicles, one directly behind the other, does not occur.

MAXIMUM HAULING DISTANCE FOR PAVEMENT SURFACE TEMPERATURE BELOW 105 °F (40 °C)				0 °C)	#
Total In-Place			ift Being Placed	/	1
Thickness Being	3 in. (75 m		More than 3	in. (75 mm)	1
Hauled On,	Modified Soil	Granular	Modified Soil	Granular	1
in. (mm)	Subgrade	Subbase	Subgrade	Subbase	
3.0 to 4.0	0.75 miles	1.0 mile	0.50 miles	0.75 miles	1
(75 to 100)	(1200 m)	(1600 m)	(800 m)	(1200 m)	1
4.1 to 5.0	1.0 mile	1.5 miles	0.75 miles	1.0 mile	1
(101 to 125)	(1600 m)	(2400 m)	(1200 m)	(1600 m)	
5.1 to 6.0	2.0 miles	2.5 miles	1.5 miles	2.0 miles	1
(126 to 150)	(3200 m)	(4000 m)	(2400 m)	(3200 m)	
6.1 to 8.0	2.5 miles	3.0 miles	2.0 miles	2.5 miles	
(151 to 200)	(4000 m)	(4800 m)	(3200 m)	(4000 m)	
Over 8.0 (200)		No Restrictions			

MAXIMUM HAULING DISTANCE FOR					
PAVEMENT S	PAVEMENT SURFACE TEMPERATURE OF 105 °F (40 °C) AND ABOVE				
Total In-Place		Thickness of L	ift Being Placed		
Thickness Being	3 in. (75 m	m) or less	More than 3	in. (75 mm)	
Hauled On,	Modified Soil	Granular	Modified Soil	Granular	
in. (mm)	Subgrade	Subbase	Subgrade	Subbase	
3.0 to 4.0	0.50 miles	0.75 miles	0.25 miles	0.50 miles	
(75 to 100)	(800 m)	(1200 m)	(400 m)	(800 m)	
4.1 to 5.0	0.75 miles	1.0 mile	0.50 miles	0.75 miles	
(101 to 125)	(1200 m)	(1600 m)	(800 m)	(1200 m)	
5.1 to 6.0	1.0 mile	1.5 miles	0.75 miles	1.0 mile	
(126 to 150)	(1600 m)	(2400 m)	(1200 m)	(1600 m)	
6.1 to 8.0	2.0 miles	2.5 miles	1.5 miles	2.0 miles	
(151 to 200)	(3200 m)	(4000 m)	(2400 m)	(3200 m)	
Over 8.0 (200)	No Restrictions				

Permissive hauling on the partially completed pavement shall not relieve the Contractor of his/her responsibility for damage to the pavement. Any portion of the full-depth HMA pavement that is damaged by hauling shall be removed and replaced, or otherwise repaired to the satisfaction of the Engineer.

Crossovers used to transfer haul trucks from one roadway to the other shall be at least 1000 ft (300 m) apart and shall be constructed of material that will prevent tracking of dust or mud on the completed HMA lifts. The Contractor shall construct, maintain, and remove all crossovers."

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# HOT-MIX ASPHALT – ANTI-STRIPPING ADDITIVE (BDE)

Effective: November 1, 2009

Revise the first and second paragraphs of Article 1030.04(c) of the Standard Specifications to read:

"(c) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified AASHTO T 283. To be considered acceptable by the Department as a mixture not susceptible to stripping, the conditioned to unconditioned split tensile strength ratio (TSR) shall be equal to or greater than 0.85 for 6 in. (150 mm) specimens. Mixtures, either with or without an additive, with TSRs less than 0.85 for 6 in. (150 mm) specimens will be considered unacceptable. Also, the conditioned tensile strength for mixtures containing an anti-strip additive shall not be lower than the original conditioned tensile strength determined for the same mixture without the anti-strip additive.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option."

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

Effective: January 1, 2010

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

<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 2 in. (50 mm), from each pavement edge. (i.e.sfor:a:4/in. (100 mm) lift the near edge of the density gauge or core barrel shall be within 4 in. (100 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a 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."

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Revise the Density Control Limits table in Article 1030 read:	0.05(d)(4) of the Standard Specifications to

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

## HOT-MIX ASPHALT - DROP-OFFS (BDE)

Effective: January 1, 2010

Revise the third paragraph of Article 701.07 of the Standard Specifications to read:

"At locations where construction operations result in a differential in elevation exceeding 3 in. (75 mm) between the edge of pavement or edge of shoulder within 3 ft (900 mm) of the edge of the pavement and the earth or aggregate shoulders, Type I or II barricades or vertical panels shall be placed at 100 ft (30 m) centers on roadways where the posted speed limit is 45 mph or greater and at 50 ft (15 m) centers on roadways where the posted speed limit is less than 45 mph."

# HOT-MIX ASPHALT -- PLANT TEST FREQUENCY (BDE)

Effective: April 1, 2008 Revised: January 1, 2010

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

	"Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
	Aggregate Gradation % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm) Note 1.	1 washed ignition oven test on the mix per half day of production Note 4.	1 washed ignition oven test on the mix per day of production Note 4.	Illinois Procedure
k	Asphalt Binder Content by Ignition Oven	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
.	Note 2.			
	/MA Note 3.	Day's production ≥ 1200 tons: 1 per half day of production	N/A	Illinois Modified AASHTO R 35
		Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
	ir Voids Bulk Specific Gravity of Gyratory Sample	Day's production ≥ 1200 tons: 1 per half day of production	1 per day	Illinois-Modified AASHTO T 312

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<b></b>	Erequency of	Frequency of Tests	Test Method
	Frequency of Tests	Frequency of resis	See Manual of
"Parameter	lesis	All Other Mintures	
Parameter		All Other Mixtures	Test
	High ESAL		Procedures for
	Mixture		Materials
	Low ESAL Mixture		
	Day's production		
	< 1200 tons:		
	1 per half day of		
	production for first		
-	2 days and 1 per		· · · ·
	day thereafter		
	(first sample of the		
	day)		
	Day's production ≥		
Maximum Specific	1200 tons:	1 per day	Illinois-Modified
Gravity of Mixture	1200 (0110)	i por day	AASHTO T 209
	1 per half day of		701011101200
	production		
	production		
	Deu's production		
	Day's production < 1200 tons:		
	< 1200 tons:		
	A		
	1 per half day of		
	production for first		
	2 days and 1 per		
	day thereafter	•	
	(first sample of the		
	day)		

Note 1. The No. 8 (2.36 mm) and No. 30 (600  $\mu m$ ) sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident."

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# HOT-MIX ASPHALT - QC/QA ACCEPTANCE CRITERIA (BDE)

Effective: January 1, 2010

Revise Article 1030.05(f)(3) of the Standard Specifications to read:

"(3) Department assurance tests for voids, field VMA, and density."

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# HOT-MIX ASPHALT – TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

**"1030.08 Transportation.** Vehicles used in transporting HMA shall have clean and tight beds. The beds shall be sprayed with asphalt release agents from the Department's approved list. In lieu of a release agent, the Contractor may use a light spray of water with a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle. After spraying, the bed of the vehicle shall be in a completely raised position and it shall remain in this position until all excess asphalt release agent or water has been drained.

When the air temperature is below 60 °F (15 °C), the bed, including the end, endgate, sides and bottom shall be insulated with fiberboard, plywood or other approved insulating material and shall have a thickness of not less than 3/4 in (20 mm). When the insulation is placed inside the bed, the insulation shall be covered with sheet steel approved by the Engineer. Each vehicle shall be equipped with a cover of canvas or other suitable material meeting the approval of the Engineer which shall be used if any one of the following conditions is present.

- (a) Ambient air temperature is below 60 °F (15 °C).
- (b) The weather is inclement.
- (c) The temperature of the HMA immediately behind the paver screed is below 250 °F (120 °C).

The cover shall extend down over the sides and ends of the bed for a distance of approximately 12 in. (300 mm) and shall be fastened securely. The covering shall be rolled back before the load is dumped into the finishing machine."

# LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

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Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount Daily Charges			
From More	To and	Calendar	Work
Than	Including	Day	Day
\$0	\$ 100,000	\$ 375	\$ 500
100,000	500,000	625	875
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,125	1,550
3,000,000	5,000,000	1,425	1,950
5,000,000	10,000,000	1,700	2,350
10,000,000	And over	3,325	4,650"

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## METAL HARDWARE CAST INTO CONCRETE (BDE)

Effective: April 1, 2008 Revised: April 1, 2009

Add the following to Article 503.02 of the Standard Specifications:

"(g) Metal Hardware Cast into Concrete......1006.13"

Add the following to Article 504.02 of the Standard Specifications:

Revise Article 1006.13 of the Standard Specifications to read:

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

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)"		

# NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007 Revised: November 1, 2009

.3.

Revise Article 105.03(a) of the Standard Specifications to read:

"(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor's activities represents a violation of the Department's NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department's NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day multiplied by a Gravity Adjustment Factor.

				·	
	Table A				7
Deficiency Deductio	n Gravity A	djustment I	Factors		
Types of Violations		rbed and N		ently	ſ
		At Time of		<b>j</b>	1
	< 5	5 - 10	>10-25	> 25	1
	Acres	Acres	Acres	Acres	
Failure to Install or Properly	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5	
Maintain BMP	ļ				
Careless Destruction of BMP	0.2 - 1	0.5 - 2.5	1.0 - 5.	1.0 - 5	
Intrusion into Protected Resource	1.0 - 5	1.0 - 5	2.0 - 10	2.0 - 10	
Failure to properly manage	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5	1
Chemicals, Concrete Washouts or	1				
Residuals, Litter or other Wastes				1	
Improper Vehicle and Equipment	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5	1
Maintenance, Fueling or Cleaning				0.0 2.0	.
Failure to Provide or Update	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5	
Written or Graphic Plans Required		210	1.0 0	1.0 - 0	
by SWPPP					
Failure to comply with Other	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"	1
Provisions of the NPDES Permit			0.2 1	0.0 - 2.0	

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#### ORGANIC ZINC-RICH PAINT SYSTEM (BDE)

Effective: November 1, 2001 Revised: January 1, 2010

Add the following to Section 1008 of the Standard Specifications:

"1008.05 Organic Zinc-Rich Paint System. The organic zinc-rich paint system shall consist of an organic zinc-rich primer, an epoxy or urethane intermediate coat, and aliphatic urethane finish coats. It is intended for use over blast-cleaned steel when three-coat shop applications are specified. The system is also suitable for field painting blast-cleaned existing structures.

The coating system shall be evaluated for performance through the National Transportation Product Evaluation Program (NTPEP) for Structural Steel Coatings following the requirements of AASHTO R 31, and shall meet the performance criteria listed herein. After successful NTPEP testing, the coatings shall be submitted to the Illinois Department of Transportation, Bureau of Materials and Physical Research, for qualification and acceptance testing.

- (a) General Requirements.
  - (1) Compatibility. Each coating in the system shall be supplied by the same paint manufacturer.
  - (2) Toxicity. Each coating shall contain less than 0.01 percent lead in the dry film and no more than trace amounts of hexavalent chromium, cadmium, mercury or other toxic heavy metals.
  - (3) Volatile Organics. The volatile organic compounds of each coating shall not exceed 2.8 lb/gal (340 g/L) as applied.
- (b) Panel Preparation for NTPEP testing. The test panels shall be prepared according to AASHTO R 31, except for the following: Test panels shall be scribed according to ASTM D 1654 with a single "X" mark centered on the panel. The rectangular dimensions of the scribe shall have a top width of 2 in. (50 mm) and a height of 4 in. (100 mm). The scribe cut shall expose the steel substrate as verified with a microscope.
- (c) Zinc-Rich Primer Requirements.
  - (1) Generic Type. This material shall be an organic zinc-rich epoxy or urethane primer. It shall be suitable for topcoating with epoxies, urethanes, and acrylics.
  - (2) Zinc Dust. The zinc dust pigment shall comply with ASTM D 520, Type II.

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(3) Slip Coefficient. The organic zinc coating shall meet a Class B AASHTO slip coefficient (0.50 or greater) for structural steel joints using ASTM A 325 (A 325M) or A 490 (A 490M) bolts.

- (4) Adhesion. The adhesion to an abrasively blasted steel substrate shall not be less than 900 psi (6.2 MPa) when tested according to ASTM D 4541 Annex A4.
- (5) Unit Weight. The unit weight of the mixed material shall be within 0.4 lb/gal (48 kg/cu m) of the original qualification sample unit weight when tested according to ASTM D 1475.
- (6) Percent Solids by Weight of Mixed Primer. The percent solids by weight for the mixed material shall be a minimum of 70 percent and shall not vary more than ±2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.
- (7) Percent Solids by Weight of Vehicle Component. The percent solids by weight of the vehicle component shall not vary more than ±2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.
- (8) Viscosity. The viscosity of the mixed material shall not vary more than ±10 Krebs Units from the original qualification sample viscosity when tested according to ASTM D 562 at 77 °F (25 °C).
- (9) Dry Set to Touch. The mixed material when applied at 6 mils (150 microns) wet film thickness shall have a dry set to touch of 30 minutes or less when tested according to ASTM D 1640 at 77°°F (25 °C).
- (10) Pot Life. After sitting eight hours at 77°°F (25 °C), the mixed material shall not show curdling, gelling, gassing, or hard caking.
- (d) Intermediate Coat Requirements.
  - (1) Generic Type. This material shall be an epoxy or urethane. It shall be suitable as an intermediate coat over inorganic and organic zinc primers and compatible with acrylic, epoxy, and polyurethane topcoats.
  - (2) Color. The color of the intermediate coat shall be white, off-white, or beige.

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- (3) Unit Weight. The unit weight of the mixed material and the unit weight of the individual components shall be within 0.20 lb/gal (24 kg/cu m) of the original qualification sample unit weights when tested according to ASTM D 1475.
- (4) Percent Solids by Weight. The percent solids by weight for the mixed material shall not vary more than ±2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.

- (5) Dry Time. The mixed material shall be dry to touch in two hours and dry hard in eight hours when applied at 10 mils (255 microns) wet film thickness and tested according to ASTM D 1640.
- (6) Viscosity. The viscosity of the mixed material shall not vary more than ±10 Krebs Units from the original qualification samples when tested according to ASTM D 562 at 77 °F (25 °C).
- (7) Pot Life. After sitting two hours at 77°°F (25 °C), the mixed material shall not show curdling, gelling, gassing, or hard caking.
- (e) Urethane Finish Coat Requirements.
  - (1) Generic Type. This material shall be an aliphatic urethane. It shall be suitable as a topcoat over epoxies and urethanes.
  - (2) Color and Hiding Power. The finish coat shall match Munsell Glossy Color 7.5G 4/8 Interstate Green, 2.5YR 3/4 Reddish Brown, 10B 3/6 Blue, or 5B 7/1 Gray. The color difference shall not exceed 3.0 Hunter Delta E Units. Color difference shall be measured by instrumental comparison of the designated Munsell standard to a minimum dry film thickness of 3 mils (75 microns) of sample coating produced on a test panel according to ASTM D 823, Practice E, Hand–Held, Blade Film Application. Color measurements shall be determined on a spectrophotometer with 45 degrees circumferential/zero degrees geometry, illuminant C, and two degrees observer angle. The spectrophotometer shall measure the visible spectrum from 380-720 nanometers with a wavelength interval and spectral bandpass of 10 nanometers.
  - (3) Contrast Ratio. The contrast ratio of the finish coat applied at 3 mils (75 microns) dry film thickness shall not be less than 0.99 when tested according to ASTM D 2805.
  - (4) Weathering Resistance. Test panels shall be aluminum alloy measuring 12 x 4 in. (300 x 100 mm) prepared according to ASTM D 1730 Type A, Method 1 Solvent Cleaning. A minimum dry film thickness of 3 mils (75 microns) of finish coat shall be applied to three test panels according to ASTM D 823, Practice E, Hand Held Blade Film Application. The coated panels shall be cured at least 14 days at 75 °F ± 2 °F (24 °C ± 1 °C) and 50 ± 5 percent relative humidity. The panels shall be subjected to 300 hours of accelerated weathering using the light and water exposure apparatus (fluorescent UV - condensation type) as specified in ASTM G 53-96 and ASTM G 154 (equipped with UVB-313 lamps). The cycle shall consist of eight hours UV exposure at 140 °F (60 °C) followed by four hours of condensation at 104 °F (40 °C). After exposure, rinse the panel with clean water; allow to dry at room temperature for one hour. The exposed panels shall not show a color change of more than 3 Hunter Delta E Units.

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- (5) Dry Time. The mixed material shall be dry to touch in two hours and dry hard in six hours when applied at 6 mils (150 microns) wet film thickness and tested according to ASTM D 1640.
- (f) Three Coat System Requirements.
  - (1) Finish Coat Color. For NTPEP testing purposes, the color of the finish coat shall match the latest applicable AASHTO R 31 specified color.
  - (2) Salt Fog. When tested according to ASTM B 117 and evaluated according to AASHTO R 31, the paint system shall exhibit no spontaneous delamination and not exceed the following acceptance levels after scraping after 5,000 hours of salt fog exposure:

Salt Fog Acceptance Criteria				
Blister Criteria Rust Criteria				
Conversion Value Maximum Creep Average Creep				
9 4 mm 2 mm				

(3) Cyclic Exposure. When tested according to ASTM D 5894 and evaluated according to AASHTO R 31, the paint system shall exhibit no spontaneous delamination and not exceed the following acceptance levels after 5,000 hours of cyclic exposure:

Cyclic Exposure Acceptance Criteria				
Blister Criteria	Rust Criteria			
Conversion Value	Maximum Creep	Average Creep		
9	7 mm	4 mm		

- (4) Abrasion. The abrasion resistance shall be evaluated according to ASTM D 4060 using a Taber Abrader with a 2.20 lb (1000 gram) load and CS 17 wheels. The duration of the test shall be 1,000 cycles. The loss shall be calculated by difference and be less than 0.00049 lb (220 mgs).
- (5) Adhesion. The adhesion to an abrasively blasted steel substrate shall not be less than 900 psi (6.2 MPa) when tested according to ASTM D 4541 Annex A4.
- (6) Freeze Thaw Stability. There shall be no reduction of adhesion, which exceeds the test precision, after 30 days of freeze/thaw/immersion testing. One 24 hour cycle shall consist of 16 hours of approximately -22 °F (-30 °C) followed by four hours of thawing at 122 °F (50 °C) and four hours tap water immersion at 77 °F (25 °C). The test panels shall remain in the freezer mode on weekends and holidays.
- (g) Sampling, Testing, Acceptance, and Certification. Sampling, testing, acceptance, and certification of the coating system shall be according to Article 1008.01."

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#### 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.

#### PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

Revise the first sentence of Article 701.12 of the Standard Specifications to read:

"All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments."

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#### POLYUREA PAVEMENT MARKING (BDE)

Effective: April 1, 2004 Revised: January 1, 2009

Description. This work shall consist of furnishing and applying pavement marking lines.

The type of polyurea pavement marking applied will be determined by the type of reflective media used. Polyurea Pavement Marking Type I shall use glass beads as a reflective media. Polyurea Pavement Marking Type II shall use a combination of composite reflective elements and glass beads as a reflective media.

Polyurea-based liquid pavement markings shall only be applied by Contractors on the list of Approved Polyurea Contractors maintained by the Engineer of Operations and in effect on the date of advertisement for bids.

Materials. Materials shall meet the following requirements:

- (a) Polyurea Pavement Marking. The polyurea pavement marking material shall consist of 100 percent solid two part system formulated and designed to provide a simple volumetric mixing ratio of two components (must be two or three volumes of Part A to one volume of Part B). No volatile or polluting solvents or fillers will be allowed.
- (b) Pigmentation. The pigment content by weight (mass) of component 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 an Organic Yellow and contain no heavy metals.

- (c) Environmental. Upon heating to application temperature, the material shall not exude fumes which are toxic or injurious to persons or property.
- (d) Daylight Reflectance. The daylight directional reflectance of the cured polyurea 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 degrees 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 polyurea shall visually match Color Number 33538 of Federal Standard 595a with chromaticity limits as follows:

X	0.490	0.475	0.485	0.539
Y	0.470	0.438	0.425	0.456

(e) Weathering Resistance. The polyurea marking material, 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.

- (f) Dry Time. The polyurea pavement marking 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 reflective media, shall exhibit a no-tracking time of ten minutes or less when tested according to ASTM D 711.
- (g) Adhesion. The catalyzed polyurea 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 3500 psi (24,100 kPa). A 2 in. (50 mm) square film of the mixed polyurea shall be applied to the brushed surface and allowed to cure for 72 hours at room temperature. A 2 in. (50 mm) square cube shall be affixed to the surface of the polyurea by means of an epoxy glue. After the glue has cured for 24 hours, the polyurea 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 polyurea surface) is attached to the dynamometer head. Direct upward pressure shall be slowly applied until the polyurea system fails. The location of the break and the amount of concrete failure shall be recorded.

- (h) Hardness. The polyurea pavement marking materials when tested according to ASTM D 2240, shall have a shore D hardness of between 70 and 100. 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.
- (i) 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 the test shall be 1,000 cycles. The loss shall be calculated by difference and be less than 120 mgs. The tests shall be run on cured samples of polyurea material which have been applied at a film thickness of 14 to 16 mils (0.35 to 0.41 mm) 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.
- (j) Reflective Media. The reflective media shall meet the following requirements:
  - (1) Type I The glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications and the following requirements:

a. First Drop Glass Beads. The first drop glass beads shall be tested by the standard visual method of large glass spheres adopted by the Department. The beads shall have a silane coating and meet the following sieve requirements:

U.S. Standard Sieve Number	Sieve Size	% Passing By Weight (mass)
12	1.70 mm	95-100
14	1.40 mm	75-95
16	1.18 mm	10-47
18	1.00 mm	0-7
20	850 µm	0-5

- b. Second Drop Glass Beads. The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B.
- (2) Type II The combination of microcrystalline ceramic elements and glass beads shall meet the following requirements:
  - a. First Drop Glass Beads. The first drop glass beads shall meet the following requirements:
    - 1. Composition. The elements shall be composed of a titania opacified ceramic core having clear and or yellow tinted microcrystalline ceramic beads embedded to the outer surface.
    - 2. Index of Refraction. All microcrystalline reflective elements embedded to the outer surface shall have an index of refraction of 1.8 when tested by the immersion method.
    - 3. Acid Resistance. A sample of microcrystalline ceramic beads supplied by the manufacturer, shall show resistance to corrosion of their surface after exposure to a one percent solution (by weight (mass)) of sulfuric acid. Adding 0.2 oz (5.7 ml) of concentrated acid into the water shall make the one percent acid solution. This test shall be performed by taking a 1 x 2 in. (25 x 50 mm) sample and adhering it to the bottom of a glass tray and placing just enough acid solution to completely immerse the sample. The tray shall be covered with a piece of glass to prevent evaporation and allow the sample to be exposed for 24 hours under these conditions. The acid solution shall be decanted (do not rinse, touch, or otherwise disturb the bead surfaces) and the sample dried while adhered to the glass tray in a 150 °F (66 °C) oven for approximately 15 minutes. Microscope examination (20X) shall show no white (corroded) layer on the entire surface.
  - b. Second Drop Glass Beads. The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B or the following manufacturer's specification:
    - 1. Sieve Analysis. The glass beads shall meet the following sieve requirements:

U.S. Standard Sieve Number	Sieve Size	% Passing By Weight (mass)
20	850 μm	100
30	600 μm	75-95
50	300 µm	15-35
100	150 μm	0-5

The manufacturer of the glass beads shall certify that the treatment of the glass beads meets the requirements of the polyurea manufacturer.

- 2. Imperfections. The surface of the glass beads shall be free of pits and scratches. The glass beads shall be spherical in shape and shall contain a maximum of 20 percent by weight (mass) of irregular shapes when tested by the standard method using a vibratile inclined glass plate as adopted by the Department.
- 3. Index of Refraction. The index of refraction of the glass beads shall be a minimum of 1.50 when tested by the immersion method at 77 °F (25 °C).
- (k) Packaging. Microcrystalline ceramic reflective elements and glass beads shall be delivered in approved moisture proof bags or weather resistant bulk boxes. Each carton shall be legibly marked with the manufacturer, specifications and type, lot number, and the month and year the microcrystalline ceramic reflective elements and/or glass beads were packaged. The letters and numbers used in the stencils shall be a minimum of 1/2 in. (12.7 mm) in height.
  - (1) Moisture Proof Bags. Moisture proof bags shall consist of at least five ply paper construction unless otherwise specified. Each bag shall contain 50 lb (22.7 kg) net.
  - (2) Bulk Weather Resistance Boxes. Bulk weather resistance boxes shall conform to Federal Specification PPP-8-640D Class II or latest revision. Boxes are to be weather resistant, triple wall, fluted, corrugated-fiber board. Cartons shall be strapped with two metal straps. Straps shall surround the outside perimeter of the carton. The first strap shall be located approximately 2 in. (50 mm) from the bottom of the carton and the second strap shall be placed approximately in the middle of the carton. All cartons shall be shrink wrapped for protection from moisture. Cartons shall be lined with a minimum 4 mil polyester bag and meet Interstate Commerce Commission requirements. Cartons shall be approximately 38 x 38 in. (1 x 1 m), contain 2000 lb (910 kg) of microcrystalline ceramic reflective elements and/or glass beads and be supported on a wooden pallet with fiber straps.
- (I) Packaging. The material shall be shipped to the job site 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 polyurea 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 polyurea and date of manufacture. The certification shall be accompanied by one 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 polyurea 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. All costs of testing (other than tests conducted by the Department) shall be borne by the manufacturer.

- (n) Acceptance samples. Acceptance samples shall consist of one 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 Department. The polyurea 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.

Equipment. The polyurea pavement marking compounds shall be applied through equipment specifically designed to apply two component liquid materials, glass beads and/or reflective elements in a continuous and skip-line pattern. The two-component liquid materials shall be applied after being accurately metered and then mixed with a static mix tube or airless impingement mixing guns. The static mixing tube or impingement mixing guns shall accommodate plural component material systems that have a volumetric ratio of 2 to 1 or 3 to 1. This equipment shall produce the required amount of heat at the mixing head and gun tip and maintain those temperatures within the tolerances specified. The guns shall have the capacity to deliver materials from approximately 1.5 to 3 gal/min (5.7 to 11.4 L/min) to compensate for a typical range of application speeds of 6 to 8 mph (10 to 13 km/h). The accessories such as spray tip, mix chamber, and rod diameter shall be selected according to the manufacturer's specifications to achieve proper mixing and an acceptable spray pattern. The application equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. This 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 making application.

The equipment shall be capable of spraying both yellow and white polyurea, 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 polyurea tanks each of 110 gal (415 L) minimum capacity and be equipped with hydraulic systems and agitators. 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 the appropriate reflective media according to manufacturer's recommendations. All guns shall be in full view of operations 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 polyurea application techniques. Certification of equipment shall be provided at the pre-construction conference.

The mobile applicator shall include the following features:

- (a) Material Reservoirs. The applicator shall provide individual material reservoirs, or space for the storage of Part A and Part B of the resin composition.
- (b) Heating Equipment. The applicator shall be equipped with heating equipment of sufficient capacity to maintain the individual resin components at the manufacturer's recommended temperature of ±5 °F (±2.8 °C) for spray application.
- (c) Dispensing Equipment. The applicator shall be equipped with glass bead and/or reflective element dispensing equipment. The applicator shall be capable of applying the glass beads and/or reflective elements at a rate and combination indicated by the manufacturer.
- (d) Volumetric Usage. The applicator shall be equipped with metering devices or pressure gauges on the proportioning pumps as well as stroke counters to monitor volumetric usage. Metering devices or pressure gauges and stroke counters shall be visible to the Engineer.
- (e) Pavement Marking Placement. The applicator shall be equipped with all the necessary spray equipment, mixers, compressors and other appurtenances to allow for the placement of reflectorized pavement markings in a simultaneous sequence of operations.

The Contractor shall provide an accurate temperature-measuring device(s) that shall be capable of measuring the pavement temperature prior to application of the material, the material temperature at the gun tip and the material temperature prior to mixing.

### CONSTRUCTION REQUIREMENTS

<u>General</u>. The pavement shall be cleaned by a method approved by the Engineer to remove all dirt, grease, glaze, or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement surface. New portland cement concrete pavements shall be air-blast-cleaned to remove all latents.

Widths, lengths, and shapes of the cleaned surface shall be of sufficient size to include the full area of the specified pavement marking to be placed.

The cleaning operation shall be a continuous moving operation process with minimum interruption to traffic.

Markings shall be applied to the cleaned surfaces on the same calendar day. If this cannot be accomplished, the surface shall be re-cleaned prior to applying the markings. No markings shall be applied until the Engineer approves the cleaning.

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The pavement markings shall be applied to the cleaned road surface, during conditions of dry weather and subsequently dry pavement surfaces at a minimum uniform wet thickness of 15 mils (0.4 mm) according to the manufacturer's installation instructions. On new hot-mix asphalt (HMA) surfaces the pavement markings shall be applied at a minimum uniform wet thickness of 20 mils (0.5 mm). The application of 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 and the ambient temperature shall be above 40 °F (4 °C) and rising. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that damage causing moisture, such as rain showers, may occur during the installation and set periods. The Engineer will determine the atmospheric conditions and pavement surface conditions that produce satisfactory results.

Using the application equipment, the pavement markings shall be applied in the following manner, as a simultaneous operation:

- (a) The surface shall be air-blasted to remove any dirt and residue.
- (b) The resin shall be mixed and heated according to manufacturer's recommendations and sprayed onto the pavement surface.

The edge of the center line or lane line shall be offset a minimum distance of 2 in. (50 mm) from a longitudinal crack or joint. Edge lines shall be approximately 2 in. (50 mm) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 10 ft (3 m) line not to exceed 1 in. (25 mm).

<u>Notification</u>. The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order that he/she can be present during the operation. At the time of notification, the Contractor shall provide the Engineer the manufacturer and lot numbers of polyurea and reflective media that will be used.

Inspection. The polyurea pavement markings will be inspected following installation according to Article 780.10 of the Standard Specifications, except, no later than December 15, and inspected following a winter performance period that extends 180 days from December 15.

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.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for POLYUREA PAVEMENT MARKING TYPE I – LINE of the line width specified or for POLYUREA PAVEMENT MARKING TYPE II – LINE of the line width specified.

# PORTLAND CEMENT CONCRETE PLANTS (BDE)

Effective: January 1, 2007

Add the following to Article 1020.11(a) of the Standard Specifications.

- "(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 their mean strength shall not exceed 450 psi (3100 kPa) compressive and 80 psi (550 kPa) flexural. The strength standard deviation for each plant shall not exceed 650 psi (4480 kPa) compressive and 110 psi (760 kPa) flexural. The mean and standard deviation requirements shall apply to the test of record. 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 until the haul time difference is corrected."

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

### Effective: January 1, 2006

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

	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
BNSF RAILWAY COMPANY 17641 South Ashland Ave. Homewood, IL 60430-1345	0	37 @ 40-50 MPH
DOT/AAR No.: 004 382L RR Division: Illinois	RR Mile Post: 40.01 RR Sub-Division: First D	istrict
For Freight/Passenger Information Contact For Insurance Information Contact:	: Steve Forsberg	Phone: 913-551-4479 Phone:

DOT/AAR No.: RR Division:	RR Mile Post: RR Sub-Division:	
For Freight/Passenger Information Contact: For Insurance Information Contact:		Phone: Phone:

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

Illinois Department of Transportation Bureau of Design and Environment 2300 South Dirksen Parkway, Room 326 Springfield, Illinois 62764 The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

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

### RAISED REFLECTIVE PAVEMENT MARKERS (BDE)

Effective: November 1, 2009 Revised: April 1, 2010

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Revise the first sentence of the second paragraph of Article 781.03(a) of the Standard Specifications to read:

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"The pavement shall be cut to match the bottom contour of the marker using a concrete saw fitted with 18 and 20 in. (450 and 500 mm) diameter blades."

## REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007 Revised: November 1, 2008

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material					
Observation         Entrance Angle         Fluorescent           Angle (deg.)         (deg.)         White         Orange					
0.2	-4	365	160	150	
0.2	+30	175	80	70	
0.5		245	100	95	
0.5	+30	100	50	40"	

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

"Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

### **REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE)**

Effective: August 1, 2008 Revised: April 1, 2009

Revise Article 508.03 of the Standard Specifications to read:

"508.03 Storage and Protection. Reinforcement bars shall be stored off the ground using platforms, skids, or other supports; and shall be protected from mechanical injury and from deterioration by exposure. Epoxy coated bars shall be stored on wooden or padded steel cribbing and all systems for handling shall have padded contact areas. The bars or bundles shall not be dragged or dropped.

When epoxy coated bars are stored in a manner where they will be exposed to the weather more than 60 days prior to use, they shall be protected from deterioration such as that caused by sunlight, salt spray, and weather exposure. The protection shall consist of covering with opaque polyethylene sheeting or other suitable opaque material. The covering shall be secured and allow for air circulation around the bars to minimize condensation under the cover.

Covering of the epoxy coated bars will not be required when the bars are installed and tied, or when they are partially incorporated into the concrete."

### SEEDING (BDE)

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Effective: July 1, 2004 Revised: January 1, 2010

Revise the following seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

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	"Table 1 - SEEDING MIXTURES					
	Class – Type	Seeds	lb/acre (kg/hectare)			
1A	Salt Tolerant Lawn Mixture 7/	Bluegrass Perennial Ryegrass	60 (70) 20 (20)			
		Red Fescue (Audubon, Sea Link, or Epic)	20 (20)			
		Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	20 (20)			
2	Roadside Mixture 7/	Fults Salt Grass 1/ or Salty Alkaligrass Tall Fescue	60 (70)			
2		(Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	100 (110)			
		Perennial Ryegrass	50 (55)			
		Creeping Red Fescue	40 (50)			
		Red Top	10 (10)			
2A	Salt Tolerant Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	60 (70)			
		Perennial Ryegrass	20 (20)			
		Red Fescue	30 (20)			
		(Audubon, Sea Link, or Epic)				
		Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	30 (20)			
<u> </u>	N	Fults Salt Grass 1/ or Salty Alkaligrass	60 (70)			
3	Northern Illinois Slope Mixture 7/	Elymus Canadensis (Canada Wild Rye)	5 (5)			
		Perennial Ryegrass	20 (20)			
		Alsike Cover 2/	5 (5)			
		Desmanthus Illinoensis (Illinois Bundleflower) 2/, 5/	2 (2)			
		Andropogon Scoparius (Little Bluestem) 5/	12 (12)			
		Bouteloua Curtipendula (Side-Oats Grama)	10 (10)			
		Fults Salt Grass 1/ or Salty Alkaligrass	30 (35)			
		Oats, Spring	50 (55)			
		Slender Wheat Grass 5/	15 (15)			
		Buffalo Grass (Cody or Bowie) 4/, 5/, 9/	5 (5)			

		"Table 1 - SEEDING MIXTURES	
6A	Salt Tolerant Conservation	Andropogon Scoparius (Little Bluestem) 5/	5 (5)
	Mixture	Elymus Canadensis (Canada Wild Rye) 5/	2 (2)
		Buffalo Grass (Cody or Bowie) 4/, 5/, 9/ Vernal Alfalfa 2/ Oats, Spring	5 (5) 15 (15) 18 (55)
L		Fults Salt Grass 1/ or Salty Alkaligrass	48 (55) 20 (20)"

Revise Note 7 of Table 1 – Seeding Mixtures of Article 250.07 of the Standard Specifications to read:

"7/ In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. Inspection dates for the period of establishment will be as follows: Seeding conducted in Districts 1 through 6 between June 16 and July 31 will be inspected after April 15 and seeding conducted between November 2 and March 31 will be inspected after September 15. Seeding conducted in Districts 7 through 9 between June 2 and July 31 will be inspected after April 15 and seeding conducted between November 16 and February 28 will be inspected after September 15. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department."

Revise the first paragraph of Article 1081.04(a) of the Standard Specifications to read:

"(a) Sampling and Testing. Each lot of seed furnished shall be tested by a State Agriculture Department (including other States) or by land grant college or university agricultural sections or by a Registered Seed Technologist. Testing of seed shall be accomplished within the 12 months prior to the seed being installed on the project."

Delete the last sentence of the first paragraph of Article 1081.04(c)(2) of the Standard Specifications.

		TA	BLE II			
Variety of Seeds	Hard Seed % Max.	Purity % Min.	Pure Live Seed % Min.	Weed % Max.	Secondary * Noxious Weeds No. per oz (kg) Max. Permitted	Notes
lfalfa	20	92	89	0.50	6 (211)	Notes

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

		TA	BLE II			
	Hard Seed %	Purity %	Pure Live Seed %	Weed %	Secondary * Noxious Weeds No. per oz (kg)	
Variety of Seeds	Max.	Min.	Min.	Max.	Max. Permitted	Notes
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Red Fescue, Audubon	0	97	82	0.10	3 (105)	21
Red Fescue, Creeping	-	97	82	1.00	6 (211)	-
Red Fescue, Epic	-	98	83	0.05	1 (35)	-
Red Fescue, Sea Link	-	98	83	0.10	3 (105)	-
Tall Fescue, Blade Runner	-	98	83	0.10	2 (70)	-
Tall Fescue, Falcon IV	-	98	83	0.05	1 (35)	-
Tall Fescue, Inferno	0	98	83	0.10	2 (70)	-
Tall Fescue, Tarheel II	-	97	82	1.00	6 (211)	_
Tall Fescue, Quest	0	98	83	0.10	2 (70)	-
Fults Salt Grass	0	98	85	0.10	2 (70)	_
Salty Alkaligrass	0	98	85	0.10	2 (70)	_
Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Dats	-	92	88	0.50	2 (70)	~ 3js
Redtop		90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
lard Fescue, Reliant IV	-	98	83	0.05	1 (35)	
lard Fescue, Rescue 911	0	97	82	0.10	3 (105)	-
lard Fescue, Spartan II	-	98	83	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 ( 70)	3/"

Revise the first sentence of the first paragraph of Article 1081.04(c)(7) of the Standard Specifications to read:

"The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed."

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

Effective: November 1, 2005 Revised: January 1, 2009

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

<u>Usage</u>. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS, DS, and SI concrete.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply, except as follows:

- (a) The cement factor shall be according to Article 1020.04 of the Standard Specifications: If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) 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-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

<u>Mix Design Submittal</u>. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

<u>Trial Batch</u>. A minimum 2 cu yd (1.5 cu m) trial batch shall be produced, and the selfconsolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 1.0 in. (25 mm) of the maximum slump flow range specified by the Contractor, and the air content shall be within the top half of the allowable specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor. Verification by the Engineer will include the Contractor's target slump flow range. If applicable, the Engineer will verify the Contractor's maximum J-ring value and minimum L-box blocking ratio.

A new trial batch will be required whenever there is a change in the source of any component material, proportions beyond normal field adjustments, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

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

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

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. A minimum of one sensor will be required below each point of concrete placement to measure the maximum pressure. The first sensor below the point of concrete placement shall be approximately 12 in. (300 mm) above the base of the formwork. Additional sensors shall be installed above the bottom sensor when the form height is greater than 10.0 ft (3.0 m) above the bottom sensor. The additional sensors shall be installed at a maximum vertical spacing of 10.0 ft (3.0 m). 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), unless approved otherwise by the Engineer. 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 shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer."

<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 column segregation index test and 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.

The column segregation index test will not be required to be performed at the jobsite. 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, 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 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.

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## STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004 Revised: April 1, 2009

<u>Description</u>. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

<u>Types of Steel Products</u>. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling) Structural Steel Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in has a contract value of \$10,000 or greater.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

SCA = Q X D

- Where: SCA = steel cost adjustment, in dollars
  - Q = quantity of steel incorporated into the work, in lb (kg)

D = price factor, in dollars per lb (kg)

 $D = MPI_M - MPI_L$ 

Where:  $MPI_M =$  The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

 $MPI_L =$  The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

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

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

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

<u>Basis of Payment</u>. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the  $MPI_L$  and  $MPI_M$  in excess of five percent, as calculated by:

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

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

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

Attachment	
ltem	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling) Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	23 lb/ft (34 kg/m)
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)
Other piling	37 lb/ft (55 kg/m)
Structural Steel	See plans
	See plans for weights (masses)
Reinforcing Steel	See plans for weights
	(masses)
Dowel Bars and Tie Bars	6 lb (3 kg) each
Mesh Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	to b (100 kg/ each
Traffic Signal Post	11 lb/ft (16 kg/m)
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 - 12 m)	14 lb/ft (21 kg/m)
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 – 16.5 m)	21 lb/ft (31 kg/m)
Light Pole w/Mast Arm, 30 - 50 ft (9 - 15.2 m)	13 lb/ft (19 kg/m)
Light Pole w/Mast Arm, 55 - 60 ft (16,5 – 18 m)	19 lb/ft (28 kg/m)
Light Tower w/Luminaire Mount, 80 - 110 ft (24 - 33.5 m)	31 lb/ft (46 kg/m)
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 - 42.5 m)	65 lb/ft (97 kg/m)
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 - 48.5 m)	80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	64 lb/ft (05 km/m)
Steel Railing, Type S-1	64 lb/ft (95 kg/m)
Steel Railing, Type T-1	39 lb/ft (58 kg/m)
Steel Bridge Rail	53 lb/ft (79 kg/m)
rames and Grates	52 lb/ft (77 kg/m)
Frame	250 15 (445 1-2)
Lids and Grates	250 lb (115 kg)
	150 lb (70 kg)

Return With Bid

### ILLINOIS DEPARTMENT OF TRANSPORTATION

### OPTION FOR STEEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.: \_\_\_\_\_

Company Name:\_\_\_\_\_

### Contractor's Option:

Is your company opting to include this special provision as part of the contract plans for the following items of work?

Metal Piling	Yes	
Structural Steel	Yes	
Reinforcing Steel	Yes	
Dowel Bars, Tie Bars and Mesh Reinforcement	Yes	
Guardrail	Yes	
Steel Traffic Signal and Light Poles, Towers and Mast Arms	Yes	
Metal Railings (excluding wire fence)	Yes	
Frames and Grates	Yes	
Signature:	Date:	

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# SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

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Effective: April 2, 2005

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 in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

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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.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

## SURFACE TESTING OF PAVEMENTS (BDE)

Effective: April 1, 2002 Revised: January 1, 2007

### Hot-Mix Asphalt (HMA) Overlays

Revise Article 406.03(h) of the Standard Specifications to read:

"(h) Pavement Surface Test Equipment ......1101.10"

Revise Article 406.11 of the Standard Specifications to read:

"406.11 Surface Tests. The finished surface of the pavement shall be tested for smoothness within three days of paving. Testing shall be performed in the presence of the Engineer.

Prior to testing, a copy of the approval letter and recorded settings from the Profile Equipment Verification (PEV) Program shall be submitted to the Engineer; and all objects and debris shall be removed from the pavement.

- (a) Test Sections/Equipment.
  - (1) High-Speed Mainline Pavement. High-speed mainline pavement shall consist of pavements, ramps, and loops with a posted speed greater than 45 mph. These sections shall be tested using a profile testing device.
  - (2) Low-Speed Mainline Pavement. Low-speed mainline pavement shall consist of pavements, ramps, and loops with a posted speed of 45 mph or less. These sections shall be tested using a profile testing device.
  - (3) Miscellaneous Pavement. Miscellaneous pavement shall consist of:
    - pavement on horizontal curves with a centerline radius of curvature of less than or equal to 1000 ft (300 m) and pavement within the superelevation transition of such curves;
    - b. pavement on vertical curves having a length of less than or equal to 200 ft (60 m) in combination with an algebraic change in tangent grades greater than or equal to three percent, as may occur on urban ramps or other constricted-space facilities;
    - c. the first or last 15 ft (4.5 m) of a pavement section where the Contractor is not responsible for the adjoining surface;
    - d. intersections;

- e. variable width pavements;
- f. side street returns;
- g. crossovers;
- h. connector pavement from mainline pavement expansion joint to the bridge approach pavement;
- i. bridge approach pavement; and
- j. other miscellaneous pavement surfaces (i.e. a turn lane) as determined by the Engineer.

Miscellaneous pavement shall be tested using a 16 ft (5 m) straightedge set to a 3/8 in. (10 mm) tolerance.

- (b) Lots/Sublots. Mainline pavement test sections will be divided into lots and sublots.
  - (1) Lots. A lot will be defined as a continuous strip of pavement 1 mile (1600 m) long and one lane wide. When the length of a continuous strip of pavement is less than 1 mile (1600 m), that pavement will be included in an adjacent lot. Structures will be omitted when measuring pavement length.
  - (2) Sublots. Lots will be divided into 0.1 mile (160 m) sublots. A partial sublot greater than or equal to 250 ft (76 m) resulting from an interruption in the pavement will be subject to the same evaluation as a whole sublot. Partial sublots less than 250 ft (76 m) shall be included with the previous sublot for evaluation purposes.
- (c) Testing Procedure. One wheel track shall be tested per lane. Testing shall be performed 3 ft (1 m) from and parallel to the edge of the lane away from traffic. A guide shall be used to maintain the proper distance.

The profile trace generated shall have stationing indicated every 500 ft (150 m) at a minimum. Both ends of the profile trace shall be labeled with the following information: contract number, beginning and ending stationing, which direction is up on the trace, which direction the data was collected, and the device operator name(s). The top portion of the Department supplied form, "Profile Report of Pavement Smoothness" shall be completed and secured around the trace roll.

Although surface testing of intermediate lifts will not be required, they may be performed at the Contractor's option. When this option is chosen, the testing shall be performed and the profile traces shall be generated as described above. The Engineer may perform his/her own testing at any time for monitoring and comparison purposes.

(d) Trace Reduction and Bump Locating Procedure. All traces shall be reduced. Traces produced by a mechanical recorder shall be reduced using an electronic scanner and computer software. This software shall calculate the profile index of each sublot in in./mile (mm/km) and indicate any high points (bumps) in excess of 0.30 in. (8 mm) with a line intersecting the profile on the printout. Computerized recorders shall provide the same information.

The profile index of each track, average profile index of each sublot, average profile index of the lot and locations of bumps shall be recorded on the form.

All traces and reports shall be provided within two working days of completing the testing to the Engineer for the project file. Traces from either a computerized profile testing device or analysis software used with a manual profile testing device shall display the settings used for the data reduction. The Engineer will compare these settings with the approved settings from the PEV Program. If the settings do not match, the results will be rejected and the section shall be retested/reanalyzed with the appropriate settings.

The Engineer will use the results of the testing to evaluate paving methods and equipment. If the average profile index of a lot exceeds 40.0 in./mile (635 mm/km) for high-speed mainline pavement or 65.0 in./mile (1025 mm/km) for low-speed mainline pavement, the paving operation will be suspended until corrective action is taken by the Contractor.

- (e) Corrective Work. All bumps in excess of 0.30 in. (8 mm) in a length of 25 ft (8 m) or less shall be corrected. If the bump is greater than 0.50 in. (13 mm), the pavement shall be removed and replaced. The minimum length of pavement to be removed shall be 3 ft (900 mm).
  - (1) High-Speed Mainline Pavement. Any sublot having a profile index within the range of, greater than 30.0 to 40.0 in./mile (475 to 635 mm/km) including bumps, shall be corrected to reduce the profile index to 30.0 in./mile (475 mm/km) or less on each trace. Any sublot having a profile index greater than 40.0 in./mile (635 mm/km) including bumps, shall be corrected to reduce the profile index to 30.0 in./mile (475 mm/km) or less on each trace, or replaced at the Contractor's option.
  - (2) Low-Speed Mainline Pavement. Any sublot having a profile index within the range of, greater than 45.0 to 65.0 in./mile (710 to 1025 mm/km) including bumps, shall be corrected to reduce the profile index to 45.0 in./mile (710 mm/km) or less on each trace. Any sublot having a profile index greater than 65.0 in./mile (1025 mm/km) including bumps, shall be corrected to reduce the profile index to 45.0 in./mile (710 mm/km) or less on each trace, or replaced at the Contractor's option.

(3) Miscellaneous Pavement. Surface variations which exceed the 3/8 in. (10 mm) tolerance will be marked by the Engineer and shall be corrected by the Contractor.

Corrective work shall be completed using either an approved grinding device consisting of multiple saws or by removing and replacing the pavement. Corrective work shall be applied to the full lane width. When completed, the corrected area shall have uniform texture and appearance, with the beginning and ending of the corrected area squared normal to the centerline of the paved surface.

Upon completion of the corrective work, the surface of the sublot(s) shall be retested. The Contractor shall furnish the profile tracing(s) and the completed form(s) to the Engineer within two working days after corrections are made. If the profile index and/or bumps still do not meet the requirements, additional corrective work shall be performed.

Corrective work shall be at no additional cost to the Department.

(f) Smoothness Assessments. Assessments will be paid to or deducted from the Contractor for each sublot of mainline pavement, per the Smoothness Assessment Schedule. Assessments will be based on the average profile index of each sublot prior to performing any corrective work unless the Contractor has chosen to remove and replace the sublot. For sublots that are replaced, assessments will be based on the profile index determined after replacement.

Assessments will not be paid or deducted until all other contract requirements for the pavement are satisfied. Pavement that is corrected or replaced for reasons other than smoothness, shall be retested as stated herein.

SMOOTHNESS ASSESSMENT SCHEDULE (HMA Overlays)				
High-Speed Mainline Pavement Average Profile Index in./mile (mm/km)	Low-Speed Mainline Pavement Average Profile Index in./mile (mm/km)	Assessment per sublot		
6.0 (95) or less	15.0 (240) or less			
>6.0 (95) to 10.0 (160)	>15.0 (240) to 25.0 (400)	+\$150.00		
>10.0 (160) to 30.0 (475)	>25.0(400) to $25.0(400)$	+\$80.00		
>30.0 (475) to 40.0 (635)	>25.0 (400) to 45.0 (710)	+\$0.00		
Greater than 40.0 (635)	>45.0 (710) to 65.0 (1025)	+\$0.00		
	Greater than 65.0 (1025)	-\$300.00		

Smoothness assessments will not be applied to miscellaneous pavement sections."

## Hot-Mix Asphalt (HMA) Pavement (Full-Depth)

Revise Article 407.09 of the Standard Specifications to read:

"407.09 Surface Tests. The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows:

Two wheel tracks shall be tested per lane. Testing shall be performed 3 ft (1 m) from and parallel to each lane edge.

SMOOTHNESS ASSESSMENT SCHEDULE (Full-Depth HMA)				
High-Speed Mainline Pavement Average Profile Index in./mile (mm/km)	Low-Speed Mainline Pavement Average Profile Index in./mile (mm/km)	Assessment per sublot		
6.0 (95) or less		+\$800.00		
>6.0 (95) to 11.0 (175) >11.0 (175) to 17.0 (270)	15.0 (240) or less	+\$550.00		
>17.0 (270) to 30.0 (475)	>15.0 (240) to 25.0 (400) >25.0 (400) to 45.0 (710)	+\$350.00		
>30.0 (475) to 40.0 (635)	>45.0 (710) to 65.0 (1025)	+\$0.00 +\$0.00		
Greater than 40.0 (635)	Greater than 65.0 (1025)	-\$500.00"		

Delete the third paragraph of Article 407.12 of the Standard Specifications.

## Portland Cement Concrete Pavement

Revise Article 420.10 of the Standard Specifications to read:

"420.10 Surface Tests. The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows:

The finished surface of the pavement shall be tested for smoothness once the pavement has attained a flexural strength of 550 psi (3800 kPa) or a compressive strength of 3000 psi (20,700 kPa).

Two wheel tracks shall be tested per lane. Testing shall be performed 3 ft (1 m) from and parallel to each lane edge.

Membrane curing damaged during testing shall be repaired as directed by the Engineer at no additional cost to the Department.

No further texturing for skid resistance will be required for areas corrected by grinding. Protective coat shall be reapplied to ground areas according to Article 420.18 at no additional cost to the Department.

For pavement that is corrected by removal and replacement, the minimum length to be removed shall meet the requirements of either Class A or Class B patching.

	SMOOTHNESS				
	High-Speed Mainline Pavement Average Profile Index in./mile (mm/km)	Low-Speed Mainline Pavement Average Profile Index in./mile (mm/km)	Assessment per sublot		
	6.0 (95) or less				
	>6.0 (95) to 11.0 (175)	15.0 (240) or less	+\$1200.00		
	>11.0 (175) to 17.0 (270)	>15.0 (240) to 25.0 (400)	+\$950.00		
Γ	>17.0 (270) to 30.0 (475)	>25.0 (240) to 25.0 (400)	+\$600.00		
f	>30.0 (475) to 40.0 (635)	>25.0 (400) to 45.0 (710)	+\$0.00		
┢	Greater than 40.0 (035)	>45.0 (710) to 65.0 (1025)	+\$0.00		
L	Greater than 40.0 (635)	Greater than 65.0 (1025)	-\$750.00		

Delete the fourth paragraph of Article 420.20 of the Standard Specifications.

### **Testing Equipment**

Revise Article 1101.10 of the Standard Specifications to read:

"1101.10 Pavement Surface Test Equipment. Required surface testing and analysis equipment and their jobsite transportation shall be provided by the Contractor.

- (a) 16 ft (5 m) Straightedge. The 16 ft (5 m) straightedge shall consist of a metal I-beam mounted between two wheels spaced 16 ft (5 m) between the axles. Scratcher bolts which can be easily and accurately adjusted, shall be set at the 1/4, 1/2, and 3/4 points between the axles. A handle suitable for pushing and guiding shall be attached to the straightedge.
- (b) Profile Testing Device. The profile testing device shall have a decal displayed to indicate it has been tested through the Profile Equipment Verification (PEV) Program administered by the Department.
  - (1) California Profilograph. The California Profilograph shall be either computerized or manual and have a frame 25 ft (8 m) in length supported upon multiple wheels at either end. The profile shall be recorded from the vertical movement of a wheel attached to the frame at mid point.

The California Profilograph shall be calibrated according to the manufacturer's recommendations and California Test 526. All calibration traces and calculations shall be submitted to the Engineer for the project file.

(2) Inertial Profiler. The inertial profiler shall be either an independent device or a system that can be attached to another vehicle using one or two non-contact sensors to measure the pavement profile. The inertial profiler shall be capable of performing a simulation of the California Profilograph to provide results in the Profile Index format.

The inertial profiler shall be calibrated according to the manufacturer's recommendations. All calibration traces and calculations shall be submitted to the Engineer for the project file.

(3) Trace Analysis. The Contractor shall reduce/evaluate these traces using a 0.00 in. (0.0 mm) blanking band and determine a Profile Index in in./mile (mm/km) for each section of finished pavement surface. Traces produced using a computerized profile testing device will be evaluated without further reduction. When using a manual profile testing device, the Contractor shall provide an electronic scanner, a computer, and software to reduce the trace. All analysis equipment (electronic scanner, computerized recorder, etc.) shall be able to accept 0.00 in. (0.0 mm) for the blanking band.

All traces from pavement sections tested with the profile testing device shall be recorded on paper with scales of 300:1 longitudinally and 1:1 vertically. Equipment and software settings of the profile testing device and analysis equipment shall be set to those values approved through the PEV Program.

The Engineer may retest the pavement at any time to verify the accuracy of the equipment."

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## TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002 Revised: January 1, 2010

Add the following to Article 280.02 of the Standard Specifications to read:

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

"Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer."

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

"The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor's operations, or for the Contractor's convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer's written approval."

Revise Article 280.04(a) of the Standard Specifications to read:

"(a) Temporary Ditch Checks. This system consists of the construction of temporary ditch checks to prevent siltation, erosion, or scour of ditches and drainage ways. Temporary ditch checks shall be constructed with rolled excelsior, products from the Department's approved list, or with aggregate placed on filter fabric when specified. Filter fabric shall be installed according to the requirements of Section 282. Riprap shall be placed according to Article 281.04. Manufactured ditch checks shall be installed according to the manufacturer's specifications. Spacing of ditch checks shall be such that the low point in the center of one ditch check is at the same elevation as the base of the ditch check immediately upstream. Temporary ditch checks shall be sufficiently long enough that the top of the device in the middle of the ditch is lower than the bottom of the terminating ends of the ditch side slopes."

Revise the last sentence of the first paragraph of Article 280.04(g) of the Standard Specifications to read:

"The temporary mulch cover shall be according to either Article 251.03 or 251.04 except for any reference to seeding."

Revise Article 280.07(b) of the Standard Specifications to read:

"(b) Temporary Ditch Checks. This work will be measured for payment along the long axis of the device in place in feet (meters) except for aggregate ditch checks which will be measured for payment in tons (metric tons). Payment will not be made for aggregate in excess of 108 percent of the amount specified by the Engineer."

Revise Article 280.07(f) of the Standard Specifications to read:

"(f) Temporary Mulch. This work will be measured for payment according to Article 251.05(b)."

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard

"Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment."

Revise Article 280.08(b) of the Standard Specifications to read:

"(b) Temporary Ditch Checks. This work will be paid for at the contract unit price per foot (meter) for TEMPORARY DITCH CHECKS except for aggregate ditch checks which will be paid for at the contract unit price per ton (metric ton) for AGGREGATE DITCH CHECKS."

Revise Article 280.08(f) of the Standard Specifications to read:

"(f) Temporary Mulch. Temporary Mulch will be paid for according to Article 251.06."

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

Revise the second sentence of the first paragraph of Article 1081.015(e) of the Standard Specifications to read:

"The upstream facing of the aggregate ditch check shall be constructed of gradation CA 3. The remainder of the ditch check shall be constructed of gradation RR 3."

## TRAFFIC BARRIER TERMINAL, TYPE 6 (BDE)

Effective: January 1, 2010

Delete the fourth paragraph of Article 631.07 of the Standard Specifications.

. . . . . . . . . . . . .

TRAINING SPECIAL PROVISIONS (BDE) This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **2**. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

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

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

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

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## TRUCK MOUNTED/TRAILER MOUNTED ATTENUATORS (BDE)

Effective: January 1, 2010

Revise Article 701.03(k) of the Standard Specifications to read:

Revise Article 701.15(h) of the Standard Specifications to read:

"(h) Truck Mounted/Trailer Mounted Attenuators (TMA). TMA units shall have a roll ahead distance in the event of an impact. The TMA shall be between 100 and 200 ft (30 and 60 m) behind the vehicle ahead or the workers. This distance may be extended by the Engineer.

TMA host vehicles shall have the parking brake engaged when stationary.

The driver and passengers of the TMA host vehicle should exit the vehicle if the TMA is to remain stationary for 15 minutes or more in duration."

Revise Article 1106.02(g) of the Standard Specifications to read:

"(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be a NCHRP 350 approved unit for Test Level 3. Test Level 2 may be used as directed by the Engineer for normal posted speeds less than or equal to 45 mph."

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#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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#### ATTACHMENTS

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

#### I. GENERAL

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

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

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

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

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

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

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

a. Discriminate against labor from any other State, possession, or

territory of the United States (except for employment preference for

Appalachian contracts, when applicable, as specified in Attachment

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

supervised release, or probation.

#### **II. NONDISCRIMINATION**

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

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

 $\ensuremath{\mathbf{a}}$  . 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.

 $\ensuremath{\textbf{b}}$  . 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; lavoff 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,

A), or

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:

 $\ensuremath{\mathbf{a}}$  . 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 allow able ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any

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

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be

paid

the full amount of fringe benefits listed on the wage determination

for the applicable classification. If the Administrator for the Wage

and Hour Division determines that a different practice prevails for

the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

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

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

(4) In the event the Employment and Training Administration

withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. **c.** Helpers:

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

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

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

#### 6. Withholding:

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

#### 7. Overtime Requirements:

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

#### 8. Violation:

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

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

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

#### V. STATEMENTS AND PAYROLLS

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

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

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

#### 2. Payrolls and Payroll Records:

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

b. The payroll records shall contain the name, social security number, and address of each such employee: his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs. **c**. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely

all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for submitting payroll copies of all subcontractors.

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

 (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for

the classification of worked performed, as specified in the applicable

wage determination incorporated into the contract.

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

**g**. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

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

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

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data

required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

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

#### VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

#### VIII. SAFETY: ACCIDENT PREVENTION

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

**2.** It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in

surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

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

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

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

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

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

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

By submission of this bid or the execution of this contract, or

subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 <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,""low er 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-Low er Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all low er 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.

\* \* \* \* \* \*

## 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.

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.

\* \* \* \* \* \*

#### 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 w age 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.