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Signature
Print Name of Affiant
day of

(SEAL)

INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID?

Bids will be accepted from only those companies that request and receive written Authorization to Bid from IDOT's Central Bureau of Construction.

REQUESTS FOR AUTHORIZATION TO BID

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

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

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

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

BID SUBMITTAL GUIDELINES AND CHECKLIST

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

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

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

Use the following checklist to ensure completeness and the correct order in assembling your bid Illinois Office Affidavit (Not applicable to federally funded projects) insert your affidavit after page 4 along with your Cost Adjustments for Steel, Bituminous and Fuel (if applicable). Cover page (the sheet that has the item number on it) followed by your bid (the Pay Items). If you are using special software or CBID to generate your schedule of prices, do not include the blank pages of the schedule of prices that came with the proposal package. Page 4 (Item 9) – Check "YES" if you will use a subcontractor(s). Include the subcontractor(s) name. address, general type of work to be performed and the dollar amount (if over \$50,000). If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank. Page 10 (Paragraph J) - Check "YES" or "NO" whether your company has any business in Iran. Page 10 (Paragraph K) – (Not applicable to federally funded projects) List the Union Local Name and number or certified training programs that you have in place. Your bid will not be read if this is not completed. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT. Page 11 (Paragraph L) - A copy of your State Board of Elections certificate of registration is no longer required with your bid. Page 11 (Paragraph M) – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.

Page 12 (Paragraph C) – This is a work sheet to determine if a completed Form A is required. It is not

part of the form and you do not need to make copies for each Form A that is filled out.

☐ Pages 14-17 (Form A) – One Form A (4 pages) is required for each applicable per Copies of the Forms can be used and only need to be changed when the financial infocertification signature and date must be original for each letting. Do not staple the form	ormation changes. The
If you answered "NO" to all of the questions in Paragraph C (page 12), complete the fi with your company information and then sign and date the Not Applicable statement o	
☐ Page 18 (Form B) - If you check "YES" to having other current or pending contract the phrase, "See Affidavit of Availability on file". Ownership Certification (at the botto N/A if the Form A you submitted accounts for 100 percent of the company ownership. percentage of ownership falls outside of the parameters that require reporting on the Findicates that the Form A you submitted is not correct and you will be required to submitted.	om of the page) - Check Check YES if any Form A. Checking NO
☐ Page 20 (Workforce Projection) – Be sure to include the Duration of the Project. the phrase "Per Contract Specifications".	It is acceptable to use
☐ Bid Bond – Submit your bid bond using the current Bid Bond Form provided in the The Power of Attorney page should be stapled to the Bid Bond. If you are using an elegatory bid bond number on the form and attach the Proof of Insurance printed from the Site.	ectronic bond, include
☐ Disadvantaged Business Utilization Plan and/or Good Faith Effort – The last it be the DBE Utilization Plan (SBE 2026), followed by the DBE Participation Statement supporting paperwork. If you have documentation for a Good Faith Effort, it should fol	(SBE 2025) and
The Bid Letting is now available in streaming Audio/Video from the IDOT Web Si will be placed on the main page of the current letting on the day of the Letting. The str 10 AM. The actual reading of the bids does not begin until approximately 10:20 AM.	
Following the Letting, the As-Read Tabulation of Bids will be posted by the end of the link on the main page of the current letting.	day. You will find the
QUESTIONS: pre-letting up to execution of the contract	
Contractor/Subcontractor pre-qualification	217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE)	217-785-4611
Contracts, Bids, Letting process or Internet downloadsEstimates Unit	21 <i>1-1</i> 02-1800 217-785-3483
Aeronautics	
IDNR (Land Reclamation, Water Resources, Natural Resources)	217-782-6302
QUESTIONS: following contract execution	
Including Subcontractor documentation, payments	217-782-3413
Railroad Insurance	

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Proposal Submitted By	
Name	
Address	
City	

Letting May 24, 2013

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.

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



Springfield, Illinois 62764

Contract No. 64J53
ROCK ISLAND County
Section (81-1HBY)P
Route FAI 80
District 2 Construction Funds

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

Plans Included Herein

Prepared by

S

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

Page intentionally left blank



TO THE DEPARTMENT OF TRANSPORTATION

District 2 Construction Funds

PROPOSAL

1. Proposal of	
Taxpayer Identification Number (Mandatory)	 a
For the improvement identified and advertised for bids in the Invitation for Bids as:	u
Contract No. 64J53 ROCK ISLAND County Section (81-1HBY)P Route FAI 80	

Cleaning and painting structural steel on the bridges carrying I-80 over I-88 (S.N. 081-0012, 0013) in Rock Island County.

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

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

<u>A</u>	mount o	of Bid	Proposal <u>Guaranty</u>	<u>Am</u>	ount o	Propos <u>f Bid</u> <u>Guarar</u>	
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000\$100,0	000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000 \$150,0	000
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000 \$250,0	000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000 \$400,0	000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000 \$500,0	000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000\$600,0	000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000\$700,0	000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000\$800,0	000
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000 \$900,0	000
\$1,500,000	to	\$2,000,000	\$75,000	over		\$35,000,000 \$1,000,0	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 th	ne individual p	oroposals m	aking up the	combination v	will be cons	idered 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.

-3-

		RETURN WITH BID	
6.	combination, he/s combination bid s proportion to the l	BIDS. The undersigned further agrees that if awarded the she will perform the work in accordance with the requires specified in the schedule below, and that the combinate bid submitted for the same. If an error is found to exist in a combination, the combination bid shall be corrected	rements of each individual proposal comprising the tion bid shall be prorated against each section in the gross sum bid for one or more of the individual
	compri If altern	a combination bid is submitted, the schedule below mising the combination. nate bids are submitted for one or more of the section nation bid must be submitted for each alternate.	
		Schedule of Combination Bids	S
Со	mbination No.	Sections Included in Combination	Combination Bid Dollars Cents
			20
7.	schedule of prices all extensions and schedule are appris an error in the e contract will be modern act. The sch	PRICES. The undersigned bidder submits herewith, in acts for the items of work for which bids are sought. The unit is summations have been made. The bidder understands roximate and are provided for the purpose of obtaining a extension of the unit prices, the unit prices shall govern. It is ade only for actual quantities of work performed and accepteduled quantities of work to be done and materials to be ead elsewhere in the contract.	t prices bid are in U.S. dollars and cents, and that the quantities appearing in the bid gross sum for the comparison of bids. If there Payment to the contractor awarded the epted or materials furnished according to the
8.	500/20-43) provid	DO BUSINESS IN ILLINOIS. Section 20-43 of the II les that a person (other than an individual acting as a sole e State of Illinois prior to submitting the bid.	
9.	The services of a	a subcontractor will be used.	
	Check box Check box	Yes No	
		ubcontractors with subcontracts with an annual value of middress, general type of work to be performed, and the do 1/20-120)	

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

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64J53

State Job # - C-92-078-13

Project Number	Route
	FAI 80

County Name - ROCK ISLAND- -

Code - 161 - - District - 2 - -

Section Number - (81-1HBY)P

Item Number	Pay Item Description	Unit of Measure	Quantity	х	Unit Price	=	Total Price
X5067501	BR CLN & PT WAR #1	L SUM	1.000				
X5067502	BR CLN & PT WAR #2	L SUM	1.000				
Z0007112	C&D LEAD PT CL RES	L SUM	1.000				
Z0010501	CLEAN & PT STL BR N1	L SUM	1.000				
Z0010502	CLEAN & PT STL BR N2	L SUM	1.000				
67100100	MOBILIZATION	L SUM	1.000				
70100207	TRAF CONT-PROT 701402	EACH	2.000				
70100420	TRAF CONT-PROT 701411	EACH	6.000				
70100700	TRAF CONT-PROT 701406	L SUM	1.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	4,737.000				
70400100	TEMP CONC BARRIER	FOOT	938.000				
70400200	REL TEMP CONC BARRIER	FOOT	774.000				
70600250	IMP ATTN TEMP NRD TL3	EACH	2.000				
70600350	IMP ATTN REL NRD TL3	EACH	2.000				
78001110	PAINT PVT MK LINE 4	FOOT	8,172.000				
78001130	PAINT PVT MK LINE 6	FOOT	3,060.000				
78001140	PAINT PVT MK LINE 8	FOOT	3,458.000				

Page 2 05/03/2013

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64J53

State Job # - C-92-078-13

Project Number Route FAI 80

County Name - ROCK ISLAND- -

Code - 161 - - District - 2 - -

Section Number - (81-1HBY)P

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
78100300	REPLACEMENT REFLECTOR	EACH	25.000				
78300100	PAVT MARKING REMOVAL	SQ FT	1,132.000				

CONTRACT NUMBER	64J53	
THIS IS THE TOTAL BID		\$

NOTES:

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

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

I. GENERAL

- **A.** Article 50 of the Code establishes the duty of all State CPOs, SPOs, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

II. ASSURANCES

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

A. Conflicts of Interest

1. The Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

B. Negotiations

1. The Code provides in pertinent part:

Section 50-15. Negotiations.

- (a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.
- 2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

C. Inducements

1. The Code provides:

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

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

D. Revolving Door Prohibition

1. The Code provides:

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

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

E. Reporting Anticompetitive Practices

1. The Code provides:

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

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

F. Confidentiality

1. The Code provides:

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

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

G. Insider Information

1. The Code provides:

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

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

III. CERTIFICATIONS

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

A. Bribery

1. The Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
 - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
 - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - (1) the business has been finally adjudicated not guilty; or
 - (2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

1. The Code provides:

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

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

C. Debt Delinquency

1. The Code provides:

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

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

D. Prohibited Bidders, Contractors and Subcontractors

1. The Code provides:

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

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

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

F. Educational Loan

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

G. Bid-Rigging/Bid Rotating

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

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

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

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

H. International Anti-Boycott

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

I. Drug Free Workplace

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

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:
// Company has no business operations in Iran to disclose.
// Company has business operations in Iran as disclosed the attached document.

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

In accordance with the provisions of Section 30-22 (6) of the Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training 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.

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

TO BE RETURNED WITH BID

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

		Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.
C)r	
	_	Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:
		address of person:ees, compensation, reimbursements and other remuneration paid to said person:

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
Legal Address		
City State Zin		
City, State, Zip		
		T =
Telephone Number	Email Address	Fax Number (if available)
'		, ,

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

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

FOR INDIVIDUAL (type or print information)

DISCLOSURE OF FINANCIAL INFORMATION

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

NAME:	
ADDRE	ss
Type of o	ownership/distributable income share:
stock % or \$ va	sole proprietorship Partnership other: (explain on separate sheet):
ootential conflic and describe.	of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following t of interest relationships apply. If the answer to any question is "Yes", please attach additional pages mployment, currently or in the previous 3 years, including contractual employment of services. Yes No
If your a	answer is yes, please answer each of the following questions.
1.	Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? YesNo
2.	Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

	3.	If you are currently appointed to or employed by any agency of the Stasalary exceeds 60% of the annual salary of the Governor, are you ent (i) more than 7 1/2% of the total distributable income of your firm, corporation, or (ii) an amount in excess of 100% of the annual salary of the salary of the annual salary of the salary of t	itled to receive partnership, association or
	4.	If you are currently appointed to or employed by any agency of the Stasalary exceeds 60% of the annual salary of the Governor, are you and or minor children entitled to receive (i) more than 15% in the aggre income of your firm, partnership, association or corporation, or (ii) an the salary of the Governor?	d your spouse gate of the total distributable
(b)		byment of spouse, father, mother, son, or daughter, including contract ous 2 years.	
	If your ans	wer is yes, please answer each of the following questions.	YesNo
	1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois State Toll Highway Authority?	of the Capitol Development YesNo
	2.	Is your spouse or any minor children currently appointed to or employ of Illinois? If your spouse or minor children is/are currently appoagency of the State of Illinois, and his/her annual salary exceed annual salary of the Governor, provide the name of your spouse and/of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed and his/her annual salary of the State agency for which he/she is employed annual salary of the salar	ointed to or employed by any ls 60% of the /or minor children, the name
	3.	If your spouse or any minor children is/are currently appointed to or e State of Illinois, and his/her annual salary exceeds 60% of the annual are you entitled to receive (i) more than 71/2% of the total distributable firm, partnership, association or corporation, or (ii) an amount in annual salary of the Governor?	salary of the Governor, e income of your
	4.	If your spouse or any minor children are currently appointed to or em State of Illinois, and his/her annual salary exceeds 60% of the annual sand your spouse or minor children entitled to receive (i) more than aggregate of the total distributable income of your firm, partnership, (ii) an amount in excess of two times the salary of the Governor?	salary of the Governor, are you 15 % in the
(c)	Flective sta	tus; the holding of elective office of the State of Illinois, the governmen	
(0)	unit of loca	government authorized by the Constitution of the State of Illinois or the ently or in the previous 3 years.	
(d)	Relationshi son, or dau	p to anyone holding elective office currently or in the previous 2 years; ghter.	spouse, father, mother, YesNo
(e)	America, or of the State	office; the holding of any appointive government office of the State of II any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in excess on the office currently or in the previous 3 years.	te of Illinois or the statutes
(f)	Relationship son, or dau	to anyone holding appointive office currently or in the previous 2 years ghter.	s; spouse, father, mother, YesNo
(g)	Employmen	nt, currently or in the previous 3 years, as or by any registered lobbyist	of the State government. YesNo

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

Contractor N	lame			
Legal Addres	SS			
City, State, Z	Zip			
Telephone N	lumber	Email Address	Fax Number (if available)	
nformation	of the information contained in the shall become part of the publicly ad for all open-ended contracts.	nis Form is required by the Section available contract file. This Form E	50-35 of the Code (30 ILC must be completed for bio	CS 500). This in excess of
	DISCLOSURE OF OTHER CO	ONTRACTS AND PROCUREMENT	RELATED INFORMATIO	<u>N</u>
pending co Illinois age	ontracts (including leases), bids, pency: Yes No	ement Related Information. The Boroposals, or other ongoing procure to complete the signature box on the	ement relationship with any	
		relationship by showing State of Illict number (attach additional pages		
	STRUCTIONS:	ct number (attach additional pages	ao	
	STRUCTIONS:	OWING STATEMENT MUST BE C	• • • • • • • • • • • • • • • • • • • •	
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	STRUCTIONS:	OWING STATEMENT MUST BE C	HECKED	
	STRUCTIONS:	OWING STATEMENT MUST BE C	HECKED Date	
FORM INS	THE FOLLS	OWING STATEMENT MUST BE C	HECKED Date	
FORM INS	THE FOLLS THE FOLLS Se certify that the following states 100% of ownership. Any remaining ownership interesting the states of	OWING STATEMENT MUST BE Company of Authorized Representative OWNERSHIP CERTIFICATION	Nate of the submitted Form A disclose gless than \$106,447.20 of	ures do not

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. 64J53
ROCK ISLAND County
Section (81-1HBY)P
Route FAI 80
District 2 Construction Funds

PART I. IDENTIFICA	ATION							•	Disti	ICI 2	OOIIS	liuclio		unas	•			
Dept. Human Rights	s #						_ Dura	ation o	f Proje	ect: _								
Name of Bidder:																		
PART II. WORKFO A. The undersigned which this contract wor projection including a part of the part of	bidder hark is to be	as analyz e perform	ed mir ed, an	d for th d fema	ne locati	ons fro	m whic	h the b	idder re	cruits	employe	es, and h	nerel	oy subm e alloca	nits the foll ted to this TABLE	owir con E B	ng workfo tract:	orce
		TOTA	AL Wo	rkforce	Project	tion for	Contra	ct						(CURRENT TO BE	ASS	IGNED	ES
				MIN	ORITY E	EMPLO	YEES			TRA	AINEES				TO C	TNC	RACT	
JOB CATEGORIES	EMPL	TAL OYEES		ACK	HISP		*OTI	OR.	TIC		TRA	HE JOB INEES		EMPL	OTAL OYEES	MINORIT EMPLOYE		OYEES
OFFICIALS (MANAGERS)	M	F	M	F	M	F	М	F	M	F	M	F		M	F		M	F
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
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EMPLOYEES IN	TO EMPL	aining Pro TAL OYEES	BL	ACK	HISP		MIN	HER NOR.										
TRAINING APPRENTICES	M	F	М	F	М	F	М	F	1									
ON THE JOB TRAINEES																		

Note: See instructions on page 2

BC 1256 (Rev. 12/11/07)

* Other minorities are defined as Asians (A) or Native Americans (N).

Please specify race of each employee shown in Other Minorities column.

Contract No. 64J53 ROCK ISLAND County Section (81-1HBY)P Route FAI 80 District 2 Construction Funds

PART II. WORKFORCE PROJECTION - continued

B.	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 u	ndersigned bidder projects that: (number)	new hires would be									
	recruit	ndersigned bidder projects that: (number)ted from the area in which the contract project is located; and/or (number)										
	office	new hires would be recruited from the area in which the bidder's principal office or base of operation is located.										
		·										
C.		led in "Total Employees" under Table A is a projection of numbers of per signed bidder as well as a projection of numbers of persons to be emplo										
	The u	ndersigned bidder estimates that (number)	persons will									
		ectly employed by the prime contractor and that (number) byed by subcontractors.	persons will be									
PART		IRMATIVE ACTION PLAN										
Λ.	utiliza in any comm (geare utiliza	ndersigned bidder understands and agrees that in the event the foregoing tion projection included under PART II is determined to be an underutilizer job category, and in the event that the undersigned bidder is awarded to be the encement of work, develop and submit a written Affirmative Action Planed to the completion stages of the contract) whereby deficiencies in minimate the corrected. Such Affirmative Action Plan will be subject to appropriate the partment of Human Rights.	zation of minority persons or women this contract, he/she will, prior to including a specific timetable ority and/or female employee									
B.	submi	ndersigned bidder understands and agrees that the minority and female itted herein, and the goals and timetable included under an Affirmative Apart of the contract specifications.										
Comp	any	Telephone Nu	mber									
A ddra												
Addre	88											
		NOTICE REGARDING SIGNATURE										
		der's signature on the Proposal Signature Sheet will constitute the signing of the completed if revisions are required.	nis form. The following signature block									
	Signatu	re: Title:	Date:									
Instruct	ions:	All tables must include subcontractor personnel in addition to prime contractor personnel	el.									
Table A	۱ -	Include both the number of employees that would be hired to perform the contract w (Table B) that will be allocated to contract work, and include all apprentices and on-the should include all employees including all minorities, apprentices and on-the-job traineer.	e-job trainees. The "Total Employees" column									
Table E	3 -	Include all employees currently employed that will be allocated to the contract work includrently employed.	uding any apprentices and on-the-job trainees									
Table () -	Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in	Table A.									

RETURN WITH BID Contract No. 64J53 ROCK ISLAND County Section (81-1HBY)P Route FAI 80 District 2 Construction Funds

PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)		
	Firm Name	
(IF A CO-PARTNERSHIP)		
(II A 00-1 AITTNEITOTIII)	Dusiness Address	
		Name and Address of All Members of the Firm:
- -		
	Corporate Name	
	_,	Signature of Authorized Representative
		To a disconsiste di conservati l'Ille et Authorica di Decessorale l'
(IF A CORPORATION)		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE, USE THIS SECTION	Attest	Signature
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)		•
OLGOND I ARTI GROOLD GIGIN BLLOW)	Dusiness Address	
	Corporate Name	
	Ву	
		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture	e, please attach an a	dditional signature sheet.

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 up specified in the bid proposal under "Propo to be paid unto said STATE OF ILLINOIS assigns.	sal Guaranty" in effect	t on the date of the Invitat	tion for Bids, whichever is	al bid price, or for the amount s the lesser sum, well and truly
THE CONDITION OF THE FOREGO STATE OF ILLINOIS, acting through the D and Letting Date indicated above.				
NOW, THEREFORE, if the Departm and as specified in the bidding and contra after award by the Department, the PRIN including evidence of the required insura performance of such contract and for the post the PRINCIPAL to make the required Department the difference not to exceed the Department may contract with another part shall remain in full force and effect.	act documents, submit ICIPAL shall enter into ance coverages and prompt payment of lab BE submission or to each penalty hereof between the penalty hereof between ICIPAL submission or to be the penalty hereof between ICIPAL submission or to be the penalty hereof between ICIPAL submission or to be the penalty hereof between ICIPAL submission or to be the penalty hereof between ICIPAL submission or the ICIPAL submission or the ICIPAL submission or the ICIPAL submission of the ICIPAL submission or the ICIPAL submission	t a DBE Utilization Plant o a contract in accordant providing such bond as for and material furnished enter into such contract a veen the amount specified	that is accepted and app ce with the terms of the specified with good and I in the prosecution there nd to give the specified b d in the bid proposal and	proved by the Department; and if, bidding and contract documents d sufficient surety for the faithful por; or if, in the event of the failure bond, the PRINCIPAL pays to the such larger amount for which the
IN THE EVENT the Department det paragraph, then Surety shall pay the pena payment within such period of time, the D expenses, including attorney's fees, incurr	al sum to the Departme Department may bring a ed in any litigation in w	ent within fifteen (15) day an action to collect the a which it prevails either in v	s of written demand then mount owed. Surety is I whole or in part.	efor. If Surety does not make full liable to the Department for all its
In TESTIMONY WHEREOF, the sai	d PRINCIPAL and the	said SURETY have caus	sed this instrument to be	signed by
their respective officers this	day of		A.D.,	·
PRINCIPAL		SURETY	,	
(Company Name)			(Compan	y Name)
Ву		By:		
By(Signature & T	itle)		(Signature of	Attorney-in-Fact)
	Notary Certi	fication for Principal and	Surety	
STATE OF ILLINOIS, County of				
I,		. a Notarv Pu	ublic in and for said Coun	tv. do hereby certify that
.,		and		,,,,,
(Inse	rt names of individuals	s signing on behalf of PRI	INCIPAL & SURETY)	
who are each personally known to me to and SURETY, appeared before me this dand voluntary act for the uses and purpose	ay in person and ackn	whose names are subsciowledged respectively, the	ribed to the foregoing ins nat they signed and deliv	strument on behalf of PRINCIPAL ered said instrument as their free
Given under my hand and notarial s	eal this	day of		A.D
My commission expires				
				tary Public
In lieu of completing the above section of marking the check box next to the Signatu the Principal and Surety are firmly bound u	ire and Title line below	r, the Principal is ensuring	g the identified electronic	bid bond has been executed and
Electronic Bid Bond ID#	Company / Bidder	r Name	<u></u>	Signature and Title



DBE Utilization Plan

(1) Policy

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

(2) Obligation

Date

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

(3) Pro	ject and Bid Identification			
Comple	te the following information concerning the project and bid:			
Route		Total Bid		<u>—</u>
Section		Contract DBE Goal		
Project			(Percent)	(Dollar Amount)
County				
Letting [Date			
Contrac	t No.			
Letting I	tem No.			
(4) Ass	surance			
	in my capacity as an officer of the undersigned bidder (or bidderly company: (check one) Meets or exceeds contract award goals and has provided doctorised by the Special Provision evidencing availability and use of each business participation in this plan and assuring the work of the contract. Failed to meet contract award goals and has included good fair provided participation as follows: Disadvantaged Business Participation percent The contract goals should be accordingly modified or waived. support of this request including good faith effort. Also attache required by the Special Provision evidencing availability and us business will perform a commercially useful function in the wor	umented participation as for 2025, required by the Speciate each business will perform the effort documentation to make the signed participate of each business participate of the contract.	al Provision events a commercian a commercian neet the goals arequired by the ion statements pating in this plants.	dencing availability and lly useful function in the and that my company has Special Provision in forms SBE 2025, an and assuring that each
Ву	Company	The "as read" Low Bidder is res		•
,		submitted in accordance with the		
Title		Bureau of Small Business Ente 2300 South Dirksen Parkway	rprises	Local Let Projects Submit forms to the

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

Springfield, Illinois 62764

Local Agency

(F)	Illinois Department of Transportation	D	BE Participation	on Statement		
Subcontract	or Registration	L	etting			
Participation	on Statement	It	em No.			
(1) Instructi	ons	С	ontract			
be submitted	ust be completed for each disadvantaged business part d in accordance with the special provision and will be at bace is needed complete an additional form for the firm.	ttached to the Ut				
(2) Work						
Pay Item No.	Description	Quantity	Unit Price	Total		
For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount: (4) Commitment The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.						
	Signature for Prime Contractor	Sig	nature for DBE Firm			
Title	Title)				
Date	Date	e				
Contact	Con	tact				
Phone	Pho	ne				
Firm Name	Firm	n Name				
Address	Add	ress				

City/State/Zip

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

City/State/Zip

E _____

WC _____

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. 64J53 ROCK ISLAND County Section (81-1HBY)P Route FAI 80 District 2 Construction Funds



SUBCONTRACTOR DOCUMENTATION

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

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

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

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

1. The Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
 - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
 - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - (1) the business has been finally adjudicated not guilty; or
 - (2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

1. The Code provides:

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

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

C. <u>Debt Delinquency</u>

1. The Code provides:

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

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

D. Prohibited Bidders, Contractors and Subcontractors

1. The Code provides:

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

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

E. Section 42 of the Environmental Protection Act

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

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

-	Name of Subcontracting Company Authorized Officer	Date

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

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

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDI	VIDUAL (type or print information)
NAM	ΛΕ:
ADI	DRESS
Туре	e of ownership/distributable income share:
stocl % or	sole proprietorship Partnership other: (explain on separate sheets value of ownership/distributable income share:
	sure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional describe.
(a) State e	employment, currently or in the previous 3 years, including contractual employment of services. Yes No
If your	answer is yes, please answer each of the following questions.
1.	Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? YesNo
2.	Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

	3.	If you are currently appointed to or employed by any agency of the S salary exceeds 60% of the annual salary of the Governor, are you er (i) more than 7 1/2% of the total distributable income of your firm corporation, or (ii) an amount in excess of 100% of the annual salary	ntitled to receive , partnership, association or
	4.	If you are currently appointed to or employed by any agency of the S salary exceeds 60% of the annual salary of the Governor, are you ar or minor children entitled to receive (i) more than 15 % in the aggr income of your firm, partnership, association or corporation, or (ii) at the salary of the Governor?	nd your spouse egate of the total distributable
(b)		employment of spouse, father, mother, son, or daughter, including coprevious 2 years.	ontractual employment services YesNo
	lf	your answer is yes, please answer each of the following questions.	165110
	1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois Toll Highway Authority?	e of the Capitol Development YesNo
	2.	Is your spouse or any minor children currently appointed to or emplo of Illinois? If your spouse or minor children is/are currently appagency of the State of Illinois, and his/her annual salary exceed annual salary of the Governor, provide the name of your spouse and of the State agency for which he/she is employed and his/her annual	pointed to or employed by any ds 60% of the /or minor children, the name
	3.	If your spouse or any minor children is/are currently appointed to or State of Illinois, and his/her annual salary exceeds 60% of the annual as of 7/1/07) are you entitled to receive (i) more then 7 1/2% of the to firm, partnership, association or corporation, or (ii) an amount in annual salary of the Governor?	al salary of the Governor, otal distributable income of your
	4.	If your spouse or any minor children are currently appointed to or existate of Illinois, and his/her annual salary exceeds 60% of the annual are you and your spouse or minor children entitled to receive (i) maggregate of the total distributable income of your firm, partnership, (ii) an amount in excess of two times the annual salary of the Government.	salary of the Governor, nore than 15 % in the association or corporation, or
(c)	unit of	re status; the holding of elective office of the State of Illinois, the government authorized by the Constitution of the State of Illinois currently or in the previous 3 years.	
(d)		onship to anyone holding elective office currently or in the previous 2 yr daughter.	/ears; spouse, father, mother, YesNo
(e)	Americ of the	ntive office; the holding of any appointive government office of the Staca, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in excharge of that office currently or in the previous 3 years.	ne State of Illinois or the statutes
(f)		nship to anyone holding appointive office currently or in the previous a daughter.	2 years; spouse, father, mother, YesNo
(g)	Emplo	yment, currently or in the previous 3 years, as or by any registered lol	obyist of the State government. YesNo

	onship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, daughter. YesNo
com	ensated employment, currently or in the previous 3 years, by any registered election or reelection tee registered with the Secretary of State or any county clerk of the State of Illinois, or any political committee registered with either the Secretary of State or the Federal Board of Elections. YesNo
last :	nship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the ears by any registered election or re-election committee registered with the Secretary of State or any clerk of the State of Illinois, or any political action committee registered with either the Secretary of r the Federal Board of Elections.
	YesNo
Disclose Section employe suppler	ne name and address of each lobbyist and other agent of the bidder or offeror who is not identified in of this form, who is has communicated, is communicating, or may communicate with any State officer or concerning the bid or offer. This disclosure is a continuing obligation and must be promptly need for accuracy throughout the process and throughout the term of the contract. If no person is enter "None" on the line below:
	ame and address of person(s):

3

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

Subcontractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
information shall become part of the publicl	y available contract file. This Form	ion 50-35 of the Code (30 ILCS 500). This in B must be completed for subcontracts with 20-120 of the Code, and for all open-ended
DISCLOSURE OF OTHER CONTRA	CTS, SUBCONTRACTS, AND PR	OCUREMENT RELATED INFORMATION
any pending contracts, subcontracts, includ	ing leases, bids, proposals, or othe s No	
2. If "Yes" is checked. Identify each such information such as bid or project number (a INSTRUCTIONS:		
THE FOLLO	WING STATEMENT MUST BE CH	HECKED
П		
Sign	ature of Authorized Representative	Date
	OWNERSHIP CERTIFICATION	<u>1</u>
Please certify that the following statement is of ownership	true if the individuals for all submi	itted Form A disclosures do not total 100%
Any remaining ownership interest is parent entity's distributive income o		than \$106,447.20 of the bidding entity's or o interest.
☐ Yes ☐ No ☐ N/A (Form	A disclosure(s) established 100%	ownership)

Illinois Department of Transportation

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., May 24, 2013. 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. 64J53 ROCK ISLAND County Section (81-1HBY)P Route FAI 80 District 2 Construction Funds

Cleaning and painting structural steel on the bridges carrying I-80 over I-88 (S.N. 081-0012, 0013) in Rock Island County.

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

By Order of the Illinois Department of Transportation

Ann L. Schneider, Secretary

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2013

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-13)

SUPPLEMENTAL SPECIFICATIONS

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105	Control of Work	. 1
107	Legal Regulations and Responsibility to Public	. 2
202	Earth and Rock Excavation	. 4
211	Topsoil and Compost	. 5
407	Hot-Mix Asphalt Pavement (Full-Depth)	
420	Portland Cement Concrete Pavement	
424	Portland Cement Concrete Sidewalk	
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540	Box Culverts	
603	Adjusting Frames and Grates of Drainage and Utility Structures	
610	Shoulder Inlets with Curb	
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643	Impact Attenuators	
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706	Impact Attenuators, Temporary	. 24
780	Pavement Striping	
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1006	Metals	
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1083	Elastomeric Bearings	
1101	General Equipment	
1106	Work Zone Traffic Control Devices	. 34

RECURRING SPECIAL PROVISIONS

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

CHE	CK S	PAGE NO	<u>).</u>
1		Additional State Requirements for Federal-Aid Construction Contracts	
		(Eff. 2-1-69) (Rev. 1-1-10)	35
2		Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	38
3	Χ	EEO (Eff. 7-21-78) (Rev. 11-18-80)	39
4	Χ	Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	49
5	Χ	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-13)	54
6		Asbestos Bearing Pad Removal (Eff. 11-1-03)	59
7		Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09)	60
8		Haul Road Stream Crossings, Other Temporary Stream Crossings, and	
		In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	61
9		Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	62
10		Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	65
11		Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	68
12		Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	70
13		Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09)	74
14		Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	76
15		PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	77
16		Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	79
17		Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	80
18		PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	82
19		Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	83
20	Χ	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12)	84
21		Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	88
22		Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	90
23		Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	92
24	Χ	Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	94
25		Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	95
26		English Substitution of Metric Bolts (Eff. 7-1-96)	96
27		English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	97
28		Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) (Rev. 1-1-13)	98
29		Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13)	99
30		Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-11)	102
31		Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-11)	110
32		Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-07)	122

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2012", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of FAI Route 80 (I-80), Section (81-1 HBY)P, Rock Island County, Contract 64J53 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 project is located at the interchange of I-80 and I-88 in Rock Island County and includes SN 081-0012 and SN 081-0013.

DESCRIPTION OF PROJECT

Cleaning and painting of the existing structural steel shall be as specified in the special provision for "Cleaning and Painting Existing Steel Structures" and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein. All existing steel shall be cleaned per Near White Blast Cleaning-SSPC-SP10. All existing steel shall be painted according to the requirements of Paint System 1-OZ/E/U. The color of the final finish coat for all interior steel surfaces shall be Gray, Munsell No. 5B 7/1. The color of the final finish coat for the exterior and bottom flange of the fascia beams shall be Blue, Munsell No. 10B 3/6. Structure 081-0012 and structure 081-0013 are considered Bridge No. 1 and Bridge No. 2 respectively.

TRAFFIC CONTROL PLAN

Effective January 14, 1999

Traffic Control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these special provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control.

Standards:

701400 701402 701406 701411 701901 704001

701426 701101

Details:

Staging Details.

Signs:

No bracing shall be allowed on post-mounted signs.

Post-mounted signs shall be installed using standard 720011, 728001, 729001, on 4"x4" wood posts, or on any other "break away" connection if accepted by the FHWA and corresponding letter is provided to the resident.

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

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

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

All regulatory signs shall be maintained at a 5 foot minimum bottom (rural), 7 foot minimum (urban).

Plate altering signs shall have the same sheeting as the base sign.

No more than one (1) plate shall be used to alter a sign.

Any post stubs without a sign in place and visible shall have a reflector placed on each post.

Devices:

Cones or reflectorized cones shall not be used during hours of darkness.

On all standards and devices listed in Article 701.01 of the Standard Specifications, the device spacing shall be revised to the following dimensions:

Where the spacing shown on the standard is 25 feet, the devices shall be placed at 20 feet. Where the spacing shown on the standard is 50 feet, the devices shall be placed at 40 feet. Where the spacing shown on the standard is 100 feet, the devices shall be placed at 80 feet.

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

Vertical barricades shall not be used as a device where the existing speed limit is 65 mph.

Pavement Marking:

All temporary pavement markings that will be operational during the winter months (December through March) shall be paint.

Temporary pavement markings shall not be included in the cost of the standard rather it shall be paid for separately at the contract unit prices of specified temporary pavement marking items.

Traffic Control and Protection Standard 701411:

<u>Method of Measurement</u>. Each ramp will be measured as a separate location and will be considered as a separate location for payment, regardless of the number of installations at that ramp.

<u>Standards 701400, 701402, 701406, and 701411,</u>: The Contractor shall equip all machinery and vehicles with flashing amber lights, installed so the illumination is visible from all directions.

The median crossover will generally not be available for Contractor use. It may be used only when both lanes adjacent to the median are closed. Under no condition shall left turn lanes be made to cross the median from lanes open to traffic.

Parking of personal vehicles within the interstate right of way will be strictly prohibited. Parking of construction equipment within the right of way will be permitted only at locations approved by the Engineer.

The Contractor shall notify the Traffic Operations Section of the Bureau of Operations by fax (815/284-5489) and the Bureau of Project Implementation (815/284-5348) in writing by means of fax (to the numbers provided) and also by letter to the District Office. This request shall be submitted between three and four weeks (21 to 28 days) prior to the anticipated lane restriction to allow the State adequate time to permit wide loads.

Maintenance of Traffic:

The Contractor shall be required to notify the Rock Island County Highway Department, the corresponding Township Commissioner, emergency response agencies (i.e.: fire, ambulance, police), school bus companies and the Department of Transportation (Bureau of Project Implementation) regarding any changes in traffic control.

Traffic shall be maintained using Traffic Control and Protection Standard 701400 and 701402 on I-88, 701411 on ramps, 701406 on I-80.

The bridge painting at SN 081-0012 & SN 081-0013 shall be completed using Traffic Control and Protection Standard 701402.

The striping shall be completed using Traffic Control and Protection Standard 701426.

WORK ZONE PAVEMENT MARKING AND REMOVAL

Effective: December 29, 2008

This work shall consist of installing and removing temporary pavement marking according to Section 703 of the Standard Specifications and the following:

If temporary paint is used on the final wearing surface it shall be removed according to Article 1101.12 Water Blaster with Vacuum Recovery and the applicable portions of Section 703 of the Standard Specifications and as described herein.

Add the following paragraph to Article 1101.12 of the Standard Specifications.

For the high pressure water spray, the pressure at the nozzle shall be approximately 25,000 psi with maximum flow rate of 15 gal/min. The nozzle shall be in close proximity to the pavement surface.

CLEANING AND PAINTING EXISTING STEEL STRUCTURES

Effective: October 2, 2001 Revised: April 19, 2012

<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 allowed.

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

ItemArticle(a) Waterborne Acrylic1008.04(b) Aluminum Epoxy Mastic1008.03(c) Organic Zinc Rich Primer1008.05(d) Epoxy/ Aliphatic Urethane1008.05(e) Penetrating Sealer (Note 1)

- (f) Moisture Cured Zinc Rich Urethane Primer (Note 2)(g) Moisture Cured Aromatic/Aliphatic Urethane (Note 2)
- (h) Moisture Cured Penetrating Sealer (Note 3)

Note 1: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 2:These material requirements shall be according to the Special Provision for the Moisture Cured Urethane Paint System.

Note 3: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., exposure to rain) during its drying period.

- 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.
- 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.

h) 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.

Contractor Qualifications. Unless indicated otherwise on the contract plans, for non lead abatement projects, the painting Contractor shall possess current SSPC-QP1 certification. Unless indicated otherwise on the plans, 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.

Quality Control (QC) Inspections. 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. The Engineer or designated representative will sign the report. The signature is an acknowledgment that the report has been received, but should not be construed as an agreement that any of the information documented therein is accurate.

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 of Society of Protective Coatings (SSPC) BCI certified, 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 prevention 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 both inside and outside the containment 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). General work area illumination outside the containment shall be employed at the discretion of the Engineer and shall be at least 5 foot candles. The exterior lighting system shall be designed and operated so as to avoid glare that interferes with traffic, workers, and inspection personnel.

<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.

Protective Coverings and Damage. 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 acceptance prior to starting the work. Acceptance by the Engineer 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 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.

Compressed Air Cleanliness. 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.

<u>Low Pressure Water Cleaning and Solvent Cleaning (HOLD POINT)</u>. 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-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 coating 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 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. Unless otherwise specified in the contract, 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> Unless otherwise specified in the contract, 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 meet AB3. On a daily basis, the Contractor shall verify that recycled 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.

<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 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, 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 μ 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).

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:
 - 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.

Repair of Damage to New Coating System and Areas Concealed by Containment. 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.

<u>Basis of Payment.</u> 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

CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES

Effective: October 2, 2001 Revised: April 30, 2010

<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).

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

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. When high volume ambient air monitoring is required, an Ambient Air Monitoring Plan shall be developed. The plan shall include:

- Proposed monitor locations and power sources in writing. A site sketch shall be included, indicating sensitive receptors, monitor locations, and distances and directions from work area.
- Equipment specification sheet for monitors to be used, and a written commitment to calibrate and maintain the monitors.
- Include a procedure for operation of monitors per 40 CFR 50, Appendix B, including use of field data chain-of-custody form. Include a sample chain of custody form.
- Describe qualifications/training of monitor operator.
- The name, contact information (person's name and number), and certification of the laboratory performing the filter analysis. Laboratory shall be accredited by one of the following: 1) the American Industrial Hygiene Association (AIHA) for lead (metals) analysis, 2) Environmental Lead Laboratory Accreditation Program (ELLAP) for metals analysis, 3) State or federal accreditation program for ambient air analysis or, 4) the EPA National Lead Laboratory Accreditation Program (NLLAP) for lead analysis. The laboratory shall provide evidence of certification, a sample laboratory chain-of-custody form, and sample laboratory report that provides the information required by this specification. The laboratory shall also provide a letter committing to do the analysis per 40 CFR 50, Appendix G. If the analysis will not be performed per 40 CFR Appendix G, a proposed alternate method shall be described, together with the rationale for using it. The alternate method can not be used unless specifically accepted by the Engineer in writing.

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 name 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.

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.

Quality Control (QC) Inspections. 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.

Quality Assurance (QA) Observations. 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 Contractor 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 airlock or resealable door entryway 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.

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 Contractor 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.

NOTE: All project debris must be removed even if the debris (e.g., spent abrasive and paint chips) 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 perform ambient air monitoring according to the following:
 - Monitor Siting. 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 Contractor shall locate the monitors according to SSPC-TU-7, 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 Ambient Air Monitoring Plan, including a sketch identifying the above. The monitors shall not be sited until the Engineer accepts the proposed locations.

- Equipment Provided by Contractor. 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 Plan Notes. Each monitor shall be tagged with the calibration date.
- Duration of Monitoring. Monitoring shall be performed for the duration of dust-producing operations (e.g., paint removal, waste handling, containment clean-up and movement, etc.) or a minimum of 8 hours each day (when work is performed).

The monitoring schedule shall be as follows:

- 1. 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.).
- 2. 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.
- 3. 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.
- Background Monitoring. Background samples shall be collected for two days prior to the start of work while no dust producing operations are underway to provide a baseline. The background monitoring shall include one weekday 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.
- Monitor Operation and Laboratory Analysis.

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.

All ambient air monitoring shall be performed by the Contractor according to the accepted Ambient Air 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.

Filters shall be placed in monitors and monitors operated each day prior to start of dust-producing operations and the filters removed upon completion each day. The Contractor shall advise the Engineer in advance when the filters will be removed and replaced. The monitor operator shall record the following information, at a minimum, on field data and laboratory chain-of-custody forms (or equivalent):

- 1. Monitor location and serial number
- 2. Flow rate, supported by flow charts
- 3. Start, stop times and duration of monitoring
- 4. Work activities and location of work during the monitoring period
- 5. Wind direction/speed

For the first 5 days of monitoring, the Contractor shall submit the filters, field data and laboratory chain-of-custody forms together with the flow chart recorders (i.e. monitor flow rate and the duration of monitoring) on a daily basis in an overnight envelope to the laboratory for analysis. The laboratory must provide the Engineer with written results no later than 72 hours after the completion of each day's monitoring. 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. Written results must be provided to the Engineer no later than 5 days after the completion of monitoring for the latest of the 3 days.

- Ambient Air Monitoring Results. The laboratory shall provide the report directly to the Engineer with a copy to the contractor. The report shall include:
 - 1. Monitor identification and location
 - 2. Work location and activities performed during monitoring period
 - 3. Monitor flow rate, duration, and volume of air sampled
 - 4. Laboratory methods used for filter digestion / analysis
 - 5. Sample results for the actual duration of monitoring
 - 6. Sample results expressed in terms of a 24 hour time weighted average. Assume zero for period not monitored.
 - 7. Comparison of the results with the acceptance criteria indicating whether the emissions are compliant.
 - 8. Field data and chain-of-custody records used to derive results.

Should revised reports or any information regarding the analysis be issued by the laboratory directly to the Contractor at any time, the contractor shall immediately provide a copy to the Engineer and advise the laboratory that the Engineer is to receive all information directly from the laboratory.

Acceptance Criteria. TSP-lead results at each monitor location shall be less than 1.5 μg/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 μg/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 = $(90 \div PD) \times 1.5 \mu g/cu m$, 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 $6.0 \mu g/cu m$.

<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.

Hygiene Facilities/Protective Clothing/Blood Tests. 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 5th 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.

Appendix 1 – Reference List

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 ¹					
Removal Method	SSPC Class ²	Containment Material Flexibility	Containing L Containment Material Permeability ³	Containment Support Structure	Containment Material Joints ⁴
Hand Tool Cleaning	3P ⁶	Rigid or Flexible	Permeable or Impermeable	Minimal	Partially Sealed
Power Tool Cleaning w/ Vacuum	3P ⁶	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 ⁷	2W-3W	Rigid or Flexible	Permeable and Impermeable ⁷	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 ⁶	Rigid or Flexible	Permeable	Minimal	Partially Sealed

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

Notes:

¹This 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.

²The 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.

³Permeability 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.

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

⁵When "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.

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

⁷This 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.
- 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

Loc	ation: EPA G	enerator No.:erator No.:	
Not	e:		
1.	A copsite.	by of this plan must be kept at the bridge while the Contractor's	employees are at the
2.	A cor herei	by of the plan must be mailed to the police and fire departments and the police and fire departments and the police and fire departments and the police and fire departments are the police and fire departments and the police and fire departments are the police and fire departments and the police and fire departments are the police and fire departments are the police and fire departments and the police and fire departments are the police and fire departments and the police and fire departments are the police and the police and the police and the police are the police and the police are the	and hospital identified
Prir	nary E	mergency Coordinator	
City	iress:	(Work)(Home)	
Alte	rnate	Emergency Coordinator	
Add City	dress: /:		
Pho	ne:	(Work)(Home)	

Emergency Response Agencies

POLIC	CE:				
1.	State Police (if bridge not in city) Phone:				
	District No.				
	Address:				
2.	County SheriffPhone:				
	County:				
	Address:	_			
3.	City PolicePhone:				
	District No.				
	Address:				
	gements made with police: (Describe arrangements or refugements):	sal by	/ police	to	make
	, e				
FIRE:					
1.	CityPhone:				
	Name:				
	Address:				
2.	Fire DistrictPhone:				
	Name:				
	Address:				
3.	OtherPhone:				
	Name:				
	Address:				
	gements made with fire departments: (Describe arrangements):	- ents o	or refusa	al b	y fire

HOSPITAL:				
Name:Phone:				
Address:				
Arrangements made with hospital: (Describe arrangements or refusal arrangements):	by	hospital	to	make
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
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
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.

WARRANTY FOR CLEANING AND PAINTING STEEL STRUCTURES

(Effective: March 3, 2000; Revised: November 24, 2004)

<u>Description</u>. This work consists of providing a warranty for the cleaning and painting of existing steel structures as performed under the following pay items; CLEANING AND PAINTING STRUCTURAL STEEL and CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES, at the designated location(s).

The Contractor shall unconditionally warrant to the Illinois Department of Transportation (IDOT) that all work completed under the above contract pay items, including all materials and workmanship furnished by the Contractor and subcontractors, shall comply with the Contract, and that the cleaning and painting system applied to the bridge be free of defects, as hereinafter defined for a period of two years after the Warranty Period Start Date.

The work associated with the above stated pay items shall be accomplished according to all contract documents and the Special Provisions for Cleaning and Painting Existing Steel Structures and Containment and Disposal of Lead Paint Cleaning Residues. Acceptance by the Engineer, of any portion of the work during the original contract for cleaning and painting, will not relieve the Contractor of the requirements of this warranty.

The Contractor guarantees that after receipt of notice from the Department as provided herein, he/she shall perform the warranty work specified in the notice in accordance with the original specifications including all necessary incidental work to complete the work and restore the complete facility. The Contractor shall also guarantee to repair all damage to adjoining structures caused by failure of the warranted work, including but not limited to removal, engineering, material procurement, reinstallation, or replacement all at the Contractor's cost and expense. The Department's remedies under this warranty are not exclusive but are in addition to any other remedies provided by this contract or law. The additional obligations undertaken by the Contractor to provide this express warranty and to perform in accordance herewith shall be secured by a performance and payment bond provided by the Contractor in a form furnished by the Department, and said bond to remain in full force and effect for the duration of the warranty period.

Definitions.

Conflict Resolution Team (CRT). A three-member team responsible for resolving disputes between the Department and the Contractor regarding any claims of non-compliance of the warranty requirements.

Warranty Bond. A bond that guarantees the cleaning and painting installed under the contract, against defects in materials and/or workmanship, which may develop after the Warranty Period Start Date for the specified Warranty Period. The warranty bond shall be in force continuously, from the date of the first Warranty Period Start Date, until release from the warranty on the last warranted portion of the work.

Warranted Distress. The cleaning and painting will be considered distressed if any occurrence of visible rust or rust breakthrough, paint blistering, peeling, or scaling are discovered during the Warranty Period.

Warranty Period. A two year duration initiating on the Warranty Period Start Date.

Warranty Period Start Date. The date the Engineer and Contractor document and execute the final inspection will constitute the start date for the warranty period for the project.

Under Contracts where the cleaning and painting of more than one structure is to be warranted under this item, the Warranty Period Start Date shall be the date the final inspection is executed for the last structure to be cleaned and painted.

Warranty Work. Corrective action taken to bring the Warranted Distress into compliance for release of the Warranty Bond. If corrective action is required for more than 40 percent of the structure during the warranty period, the paint system for the entire structure or structures shall be removed and replaced as directed by the Department.

Working Days. Any calendar day between May 1 and November 30 inclusive except Saturdays, Sundays, or legal holidays observed by the Contractor's entire workforce in Illinois.

<u>Commencement of Warranty Period.</u> At the final inspection according to Article 105.13, the Engineer and Contractor shall review the cleaning and painting for compliance with the contract, including any written documentation from the Contractor required by the contract. The Engineer and the Contractor shall document and execute the final inspection on a form furnished by the Department when the cleaning and painting of the structure(s) is determined by the Engineer to be in compliance with the Contract. This date is then the Warranty Period Start Date.

Acceptance by the Engineer of work that used material from deficient lots, or otherwise accepted per Article 105.03, will not relieve the Contractor of meeting the warranty requirements for the cleaning and painting of the structure(s).

<u>Warranty Bond.</u> The Contractor shall furnish the Department a performance and payment bond with good and sufficient sureties in the full amount equal to 20 percent of the as bid total for all the applicable pay items related to the cleaning and painting of the structure(s) in this contract as the penal sum. The surety shall be acceptable to the Department, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Department. The bond will ensure completion of required Warranty Work, including payments for all labor, equipment, materials, and closure periods used to remediate any Warranted Distress.

At the end of the two year Warranty Period and remedy of any distress occurring within the Warranty Period, the Contractor will be released, in writing, from further Warranty Work, provided all previous Warranty Work has been completed and approved by the Engineer.

<u>Warranty Requirements.</u> During the warranty period, the Contractor may monitor the warranted work using non-destructive procedures. All laboratories and equipment used for independent testing shall be approved by the Department.

The Department will notify the Contractor of the need for Warranty Work. If the Contractor disputes the Department's request for Warranty Work written notification of the dispute shall be provided to the Department within 30 days. However, any dispute by the Contractor shall be based on the appraisals and technical merit of a NACE Certified Inspector. If the Contractor and the Department are not able to resolve the matter between them, either party may seek resolution of the dispute by the Conflict Resolution Team (CRT). The Department will provide final notification to the Contractor within 14 days of receipt of the CRT's final judgment. The Contractor shall perform Warranty Work promptly as defined in the notification. The notification will provide a requested start date for performance of Warranty Work covered by the notice, and a number of working days estimated to complete the Warranty Work. The Department and the Contractor may agree upon a start date and a reasonable period of performance to define prompt completion.

If the Contractor fails to promptly complete the warranty work specified in the notice or as specified by the CRT, or otherwise breaches its obligations under this provision, the Department may declare the Contractor to be in default, and may proceed to terminate the rights of the Contractor and to cause the completion of the work in the manner approved in Article 108.10 of the Standard Specifications. The Contractor agrees to indemnify and hold harmless the Department on account of default, including but not limited to the cost and expense of any future warranty work required.

The Contractor shall repair all distressed areas, identified by the Engineer, according to the original painting specifications. A repair procedure shall be submitted in writing to the Engineer for review and approval prior to commencing any work. All paint repair work will be done the same season as the inspection, unless the seasonal limitations stated in the painting specifications prevents the completion that season. In this case, the corrective work will be completed the following season. The Engineer shall be allowed full inspection of all operations and provided safe access to the areas being repaired.

The Contractor may perform preventative action with the approval of the Department, at no cost to the Department. Prior to proceeding with any work, the Contractor shall obtain a permit from the Department. A Traffic Control Plan shall be submitted and approved by the Department prior to any lane closures. The Department may restrict the time of work according to the traffic needs surrounding the structure.

Evaluation of the warranted work will be accomplished on a per bridge basis. Warranty work by the Contractor shall be approved by the Department and meet the same requirements of the original warranted work specified herein.

If warranty work or elective preventative action performed by the Contractor necessitates a corrective action to the structure, then such corrective action to those areas shall be the responsibility of the Contractor.

The Department may perform routine maintenance during the warranty such as Bridge washing, applying de-icing chemicals, repairs to safety appurtenances, etc. Such work shall not relieve the Contractor of their responsibilities as specified herein.

Rights and Responsibilities of the Department.

The Department:

- a. Is responsible for notifying the Contractor, in writing, of any required warranty work.
- b. Reserves the right to approve the date(s) and time(s) requested by the Contractor to perform preventative maintenance and warranty work.
- c. Reserves the right to approve all materials and methods used in preventative maintenance and warranty work.
- d. Reserves the right to determine if warranty work performed by the Contractor meets the contract requirements.
- e. Reserves the right to perform, or have performed, routine maintenance during the warranty period. This routine maintenance will not relieve the Contractor from meeting the warranty requirement of this Special Provision.
- f. Shall document the condition of the paint system prior to and after any warranty work.

Rights and Responsibilities of the Contractor.

The Contractor:

- a. Shall unconditionally warrant to the Department that the cleaning and painting of the structural steel shall be free of defects in materials and workmanship as defined by the warranty requirements as set forth above, for a period of two years from the Warranty Period Start Date for the project.
- b. Shall submit to the Department the warranty and the Warranty Bond, on forms furnished by the Department, prior to the Warranty Period Start Date.
- c. Is responsible for performing all warranty work, including, but not limited to, traffic control, obtaining railroad liability insurance where applicable at no additional cost to the Department.
- d. Shall retain all records for a period of one year beyond the end of the Warranty Period or the completion of any warranted repairs, whichever is later.
- e. Is responsible for replacing all temporary repairs, resulting from the painting system being in non-compliance with the warranty requirements, with Department approved materials and methods.
- f. Shall follow all traffic control and work zone safety requirements of the contract when any warranty work is performed.
- g. Shall complete all warranty work in a neat and uniform manner and shall meet the requirements specified in the contract.
- h. Is required to supply to the Department original documentation pursuant to Section 107 of the Standard Specifications that all insurance required by the contract is in effect during the period(s) that any warranty work is being performed.
- i. Shall notify the Department and shall submit a written course of action proposing appropriate corrective measures for the needed warranty work. Approval by the Department must be obtained prior to the anticipated commencement of any warranty work.

<u>Conflict Resolution Team.</u> The sole responsibility of the Conflict Resolution Team (CRT) is to provide a decision on disputed matters between the Department and the Contractor regarding the interpretation of non-compliance of the warranty requirements. It is the intention of the parties that the CRT be assembled with the full cooperation of both parties, and that the Contractor and Department will devote their full attention to the prompt consideration of the matter by the CRT. Neither party shall neglect its obligation of good faith hereunder nor shall unreasonable delay be imposed that would hinder the prompt decision of the CRT. The decision of the CRT shall be final and binding on the Contractor and Department.

The CRT will consist of three members:

- a. One selected, provided and compensated by the Department.
- b. One selected, provided and compensated by the Contractor.
- c. One third party, mutually selected by the Department and the Contractor.

 Compensation for the third party member will be equally shared by the Department and the Contractor.

The team members will be identified in writing at the preconstruction meeting and will be knowledgeable in the terms and conditions of this warranty, as well as the methods used to determine paint system distress. Changes to the team membership will be made in writing for the warranty period.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per lump sum for BRIDGE CLEANING AND PAINTING WARRANTY, at the designated location(s). Payment will be made at the commencement of the warranty period, after the Warranty Bond form has been submitted.

WARRANTY PAINT QUALITY 1 OF 2

THIS WARRANTY, made by	
THIS WARRANTY, made by(Contractor)	
of	hereinafter tment of Transportation, hereinafter called
WITNESSETH:	
RECITALS:	
The Department has contracted for the cleaning an	d painting structural steel on the
Bridge(s) on the	Highway in
County, Illinois.	
Under the provision of Contract No of structural steel, entered into by	, pertaining in part to painting
(Contractor)	, and the Department,
the(Contractor)	is required
to furnish the Department a written warranty for the stated in said contract for a period(s) of two years fi	
Engineer, of(Contractor)	's work under said contract.

WARRANTY PAINT QUALITY 2 OF 2

NOW, THEREFORE, in consideration of the foregothat in every case in which any defect, as described	, ,
, occushall, forthwith upon receipt of written notice of suc	urs within said two years period(s), Warrantor ch defect, repair said defective area.
It is expressly understood and agreed that the warrantor to and for the based and undertaken by warrantor to and for the based and the based are supplied to the based and the based are supplied to the	· · ·
IN WITNESS WHEREOF, Warrantor have set his/h	her hands as of this
day of	, 20
	(Contractor)
ATTEST:	Ву:
	Title:

SUPPLEMENTAL PERFORMANCE BOND 1 OF 2

KNOW ALL MEN BY THESE PR	RESENTS,		
That we	as principal,		
and organized and existing under an	d by virtue of the la	as suws of the State of	urety, a corporation duly
State of Illinois, are jointly and se			siness of surety in the Department of
Transportation in the sum of the payment of which we join administrators, successors and a	ntly and severally	bind ourselves, ou	Dollars, for heirs and executors,
Whereas, the principal herein hade and entered into a certain Department of Transportation, w	n agreement with th	e State of Illinois, by	and through the Illinois
Contract Number certain materials and to perforr terms, conditions, and requirem with said contract, the principal attached hereto and by this refer	m certain work whi lents as set out in s l has executed a w	ch he agrees to do said agreement, and ritten warranty, a co	in accordance with the whereas, in connection
And, whereas, the principal has structural steel against any defe the date(s) of final inspection of	cts, as therein defir	ned, for a period(s) of	0 . 0

SUPPLEMENTAL PERFORMANCE BOND 2 OF 2

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH THAT if the principal herein shall faithfully and truly observe and comply with the terms of such warranty and shall well and truly perform all matters and things by him/her undertaken to be performed under said warranty upon the terms proposed therein and shall do all things required of said principal by the laws of this state and shall indemnify and save the harmless the State of Illinois and Illinois Department of Transportation against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said warranty by the Contractor or subcontractors, then this obligation is to be void, otherwise to remain in full force and effect.

In no event shall the obligations under this bond be terminated without written consent of Illinois Department of Transportation.

Signed and sealed this	day of	, 20
SURETY	PRINCIPAL	
(Attorney-in-fact)	BY (Official Capacity)	
Countersigned:	Attest:	
(Resident Agent)	(Secretary)	

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: August 2, 2011

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is 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 **0.00**% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

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

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

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

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

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

(3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement.

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

- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

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

- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness:
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2013

Revise the table in Article 108.09 of the Standard Specifications to read:

	Schedule of Ded Day of Overrun ir		
Original Con	tract Amount	Daily C	charges
From More	To and Including	Calendar	Work
Than		Day	Day
\$ 0	\$ 100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	6,775	9,525"

PAVEMENT MARKING REMOVAL (BDE)

Effective: April 1, 2009

Add the following to the end of the first paragraph of Article 783.03(a) of the Standard Specifications:

[&]quot;The use of grinders will not be allowed on new surface courses."

PAYMENTS TO SUBCONTRACTORS (BDE)

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

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

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

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005 Revised: April 1, 2011

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting according to Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

The mobilization payment to the subcontractor is an advance payment of the reported amount of the subcontract and is not a payment in addition to the amount of the subcontract; therefore, the amount of the advance payment will be deducted from future progress payments.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

"Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form "OPER 2720"."

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: August 1, 2011

Revise the third sentence of the third paragraph of Article 105.03(b) of the Standard Specifications to read:

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

UTILITY COORDINATION AND CONFLICTS (BDE)

Effective: April 1, 2011 Revised: January 1, 2012

Revise Article 105.07 of the Standard Specifications to read:

"105.07 Cooperation with Utilities. The Department reserves the right at any time to allow work by utilities on or near the work covered by the contract. The Contractor shall conduct his/her work so as not to interfere with or hinder the progress or completion of the work being performed by utilities. The Contractor shall also arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of utility work in the area.

The Contractor shall cooperate with the owners of utilities in their removal and rearrangement operations so work may progress in a reasonable manner, duplication or rearrangement of work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

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

Revise the first sentence of the last paragraph of Article 107.19 of the Standard Specifications to read:

"When the Contractor encounters unexpected regulated substances due to the presence of utilities in unanticipated locations, the provisions of Article 107.40 shall apply; otherwise, if the Engineer does not direct a resumption of operations, the provisions of Article 108.07 shall apply."

Revise Article107.31 of the Standard Specification to read:

"107.31 Reserved."

Add the following four Articles to Section 107 of the Standard Specifications:

"107.37 Locations of Utilities within the Project Limits. All known utilities existing within the limits of construction are either indicated on the plans or visible above ground. For the purpose of this Article, the limits of proposed construction are defined as follows:

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

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions as indicated in the contract. It is further understood the actual location of the utilities may be located anywhere within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c), and the proximity of some utilities to construction may require extraordinary measures by the Contractor to protect those utilities.

No additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from known utility facilities or any adjustment of them, except as specifically provided in the contract.

107.38 Adjustments of Utilities within the Project Limits. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation, or altering of an existing utility facility in any manner.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting known utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits as described in Article 107.37. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be indicated in the contract.

The Contractor may make arrangements for adjustment of utilities indicated in the contract, but not scheduled by the Department for adjustment, provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any such adjustments shall be the responsibility of the Contractor.

107.39 Contractor's Responsibility for Locating and Protecting Utility Property and Services. At points where the Contractor's operations are adjacent to properties or facilities of utility companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

Within the State of Illinois, a State-Wide One Call Notice System has been established for notifying utilities. Outside the city limits of the City of Chicago, the system is known as the Joint Utility Locating Information for Excavators (JULIE) System. Within the city limits of the City of Chicago the system is known as DIGGER. All utility companies and municipalities which have buried utility facilities in the State of Illinois are a part of this system.

The Contractor shall call JULIE (800-892-0123) or DIGGER (312-744-7000), a minimum of 48 hours in advance of work being done in the area, and they will notify all member utility companies involved their respective utility should be located.

For utilities which are not members of JULIE or DIGGER, the Contractor shall contact the owners directly. The plan general notes will indicate which utilities are not members of JULIE or DIGGER.

The following table indicates the color of markings required of the State-Wide One Call Notification System.

Utility Service	Color
Electric Power, Distribution and Transmission	Safety Red
Municipal Electric Systems	Safety Red
Gas Distribution and Transmission	High Visibility Safety Yellow
Oil Distribution and Transmission	High Visibility Safety Yellow
Telephone and Telegraph System	Safety Alert Orange
Community Antenna Television Systems	Safety Alert Orange
Water Systems	Safety Precaution Blue
Sewer Systems	Safety Green
Non-Potable Water and Slurry Lines	Safety Purple
Temporary Survey	Safety Pink
Proposed Excavation	Safety White
1 Toposca Excavation	(Black when snow is on the ground)

The State-Wide One Call Notification System will provide for horizontal locations of utilities. When it is determined that the vertical location of the utility is necessary to facilitate construction, the Engineer may make the request for location from the utility after receipt of notice from the Contractor. If the utility owner does not field locate their facilities to the satisfaction of the Engineer, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or 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.

In the event of interruption of utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

107.40 Conflicts with Utilities. Except as provided hereinafter, the discovery of a utility in an unanticipated location will be evaluated according to Article 104.03. It is understood and agreed that the Contractor has considered in the bid all facilities not meeting the definition of a utility in an unanticipated location and no additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from such facilities.

When the Contractor discovers a utility in an unanticipated location, the Contractor shall not interfere with said utility, shall take proper precautions to prevent damage or interruption of the utility, and shall promptly notify the Engineer of the nature and location of said utility.

- (a) Definition. A utility in an unanticipated location is defined as an active or inactive utility, which is either:
 - (1) Located underground and (a) not shown in any way in any location on the contract documents; (b) not identified in writing by the Department to the Contractor prior to the letting; or (c) not located relative to the location shown in the contract within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c); or
 - (2) Located above ground or underground and not relocated as provided in the contract.

Service connections shall not be considered to be utilities in unanticipated locations.

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

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

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

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

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to three weeks plus the cost of move-out to either the Contractor's yard or another job, whichever is less. Rental equipment may be paid for longer than three weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

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

Whether covered by (1), (2) or (3) above, additional traffic control required as a result of the operation(s) delayed will be paid for according to Article 109.04 for the total length of the delay.

If the delay is clearly shown to have caused work, which would have otherwise been completed, to be done after material or labor costs have increased, such increases may be paid. Payment for materials will be limited to increased cost substantiated by documentation furnished by the Contractor. Payment for increased labor rates will include those items in Article 109.04(b)(1) and (2), except the 35 percent and ten percent additives will not be permitted. On a working day contract, a delay occurring between November 30 and May 1, when work has not started, will not be considered as eligible for payment of measured labor and material costs.

Project overhead (not including interest) will be allowed when all progress on the contract has been delayed, and will be calculated as 15 percent of the delay claim.

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **25** working days.

ILLINOIS CONTRACT NO. 64J53 COUNTY TOTAL SHEET SHEET NO. ₽ ROCK ISLAND (81-1HBY)P SECT10N F.A.I. RTE.

D-92-036-13

DEPARTMENT OF TRANSPORTATION

STATE OF ILLINOIS

DIVISION OF HIGHWAYS

HIGHWAY PLANS PROPOSED

FOR INDEX OF SHEETS, SEE SHEET NO. 2

FAI ROUTE 80 (I-80) SECTION (81-1HBY)P

ž 9

> PAINTING STRUCTURAL STEEL ROCK ISLAND COUNTY 3-92-078-13

SI R.1E. QRCet. SP. DENHARDT BARSTOW T.18N. PROJECT ENDS STA. 218+79

HAMPTON TOWNSHIP SECTION 23

GROSS LENGTH = 194 FT. = 0.037 MILE NET LENGTH = 194 FT. = 0.037 MILE

DEPARTMENT OF TRANSPORTATION LOCATION OF SECTION INDICATED THUS: -DIVISION OF HIGHWAYS STATE OF ILLINOIS 3-21 T.18N.

PROJECT BEGINS STA. 216 + 85

DEPUTY DIRECTOR OF HIGHWAYS, REGION ENGINEER ຂ SUBMITTED

ENGINEER OF DESIGN AND ENVIRONMENT 2

DIRECTOR OF HIGHWAYS, CHIEF ENGINEER

ROCK ISLAND COUNTY

FAI ROUTE 80 (1-80)

SECTION (81-1HBY)P

CONTRACT NO. 64J53

PROJECT MANAGER: MAHMOUD ETEMADI 815-284-5393 PROJECT ENGINEER: MATT FARMER 815-284-5416

CONFORM TO STANDARD SCALES, IN MAKING MEASUREMENTS

JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION 1-800-892-0123

FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD

ENGINEERING SCALES, REDUCED SIZED PLANS WILL NOT ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

							41.1)	
INDEX OF SHEETS COVER SHEET	INDEX OF SHEETS, LIST OF STATE STANDARDS AND GENFRAI NOTES	SUMMARY OF QUANTITIES SCHEMILE OF OHANTITIES	TRAFFIC CONTROL AND PROTECTION PLAN STAGE 1	TRAFFIC CONTROL AND PROTECTION PLAN STAGE 2	TRAFFIC CONTROL AND PROTECTION PLAN STAGE 3	EXISTING BRIDGE PLANS	TYPICAL PAVEMENT MARKINGS (DISTRICT STANDARD 41.1)	PAINTING DETAILS (DISTRICT STANDARD 44.1)
SHEET NO.	2	3-4	9–15	16–24	25-28	29–39	40	41–43

STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS DECIMAL OF AN INCH AND OF A FOOT REFLECTOR MARKER AND MOUNTING DETAILS	SAND MODULE IMPACT ATTENUATORS OFF-RD OPERATIONS, MULTILANE, 15' (4.5 m)TO 24" (600 mm) FROM PAVEMENT EDGE	APPROACH TO LANE CLOSURE, FREEWAY/EXPRESSWAY LANE CLOSURE, FREEWAY/EXPRESSWAY, WITH BARRIER	LANE CLOSURE, FREEWAYÆXPRESSWAY, DAY OPERATIONS ONL LANE CLOSURE, MULTILANE, AT ENTRANCE OR EXIT RAMP, FOR SPEEDS> = 45 MPH	LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPER. FOR SPEEDS > = 45 MPH	TRAFFIC CONTROL DEVICES TEMPORARY CONCRETE BARRIER	METAL POSTS FOR SIGNS, MARKERS & DELINEATORS TELESCOPING STEEL SIGN SUPPORT	APPLICATIONS OF TYPES A & B METAL POSTS (FOR SIGNS AND MARKERS) TYPICAL PAVEMENT MARKINGS
STANDARD NO. 000001–06 001006 635011–02	643001–01 701101–03	701400-06 701402-09	701411-08	701426-05	701901–02 704001–07	720011–01 728001–01	729001-01

S ONLY

OPER.,

GENERAL NOTES

- 1 THESE STRUCTURES WILL RETAIN THE SAME STRUCTURE NUMBER SN: 081-0012 AND SN: 081-0013

2 TEMPORARY IMPACT ATTENUATORS WILL BE MEASURED AS EACH FOR EACH ATTENUATOR SUPPLIED ON THE JOBA AS SPECIFIED IN THE PLANS, AND SHALL INCLUDE THE COST OF RENTINGOWNING THE JOBA SPECIFIED IN THE TAME REQUIRED ON THE JOBA PLUS HAULING TO AND FROM THE FROLECT SITE, AS WELL AS ONE PLACEMENT AND REMOVAL FROM THE ROADWAY. THIS SHALL BE PAID FOR AT THE CONTRACT UNIT IMPACT ATTENUATORS, TEMPORARY OF THE TYPE SPECIFIED.

RELOCATE TEMPORARY IMPACT ATTENUATORS WILL BE PAID FOR AS EACH AND WILL BE PAID FOR AS EACH AND WILL BE PAID FOR EACH TIME THE ATTENUATORS WILL BE PAID FOR AS MOTHER LOCATION ON THE PROJECT, WHETHER IT IS TO ANOTHER LOCATION ON THE ROADER, WHETHER IT IS TO ANOTHER PROJECT. THIS SHALL BE PAID FOR AT THE CONTRACT UNIT RIGHED BY STAGING TO BE PROJECT. THIS SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER EACH FOR IMPACT ATTENUATORS, RELOCATE OF THE TYPE SPECIFIED.

- 3 THIS WORK SHALL BE DONE IN ACCORDANCE WITH SECTION 704 OF THE STANDARD SPECIFICATIONS. TEMPORARY CONORETE BARRIER WILL BE MEASURED IN FEET ALONG THE CENTERLINE OF THE BARRIER AND SHALL INCLUDE THE COST OF RENTING/OWNING THE BARRIER FOR THE TIME REQUIRED ON THE JOB PLUS HAULING TO AND FROM THE PROJECT SITE AS WELL AS ONE PLACEMENT AND REMOVAL FROM THE SOADWAY IN ACCORDANCE WITH SECTION 704 OF THE STANDARD SPECIFICATION. THIS SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER FOOT FOR TEMPORARY CONORFIE BARRIER.

 REJOCATE TEMPORARY CONORETE BARRIER WILL BE PAID FOR IN FEET ALONG THE CENTERLINE OF THE BARRIER IS REQUIRED BY STAGNIGT TO BE PICKED UP AND MOVED TO A DIFFERENT LOCATION ON THE PROJECT, WHETHER IT IS TO ANOTHER LOCATION ON THE ROADWAY OR TO A STORAGESTAGING LOCATION FOR THE RADICT. THIS SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER FOOT FOR RELOCATE TEMPORARY CONTRACT.
- A CHECK BARRICADE SHALL BE PLACED IN THE MIDDLE OF THE CLOSED LANE AND AT THE SHOULDER AT 1000' (300 m) CENTERS.
- 5 IDOT IS NOT A MEMBER OF JULIE. IF YOU ARE NEAR ANY OVERHEAD LIGHTING INTERSECTION LIGHTING OR TRAFFIC SIGNALS, CONTACT THE IDOT TRAFFIC OFFICE AT 815/284-5469 AT LEAST 48 HOURS PRIOR TO WORK.
 - 6 CENTERLINE SKIP DASH PAVEMENT MARKING ON MULTI-LANE DIVIDED, MULTI-LANE UNDIVIDED, AND ONE-WAY ROADWAY SHALL BE ACCORDING TO DISTRICT STANDARD 41.1.

UTILITY NOTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITY PROPERTY

1200 -13"AVE EAST MOLINE, IL 61244	124 EAST LINCOLNWAY MORRISON, IL 61270	
CITY OF EAST MOLINE ATTN: MR. TIM KAMMLER (309) 752-15	FRONTIER LEGACY ATTN: MR. DAVID DAY (815) 772-2078	
WATER & SEWER	TELEPHONE	
ROCK ISLAND, IL 61201	ROCK ISLAND, IL 61201	
2811-5" AVE	2811-5" AVE	
ATTN: Mr. ROD HAWK (309) 793-3760	ATTN: MR. JASON TERRY (309) 793-3649	
MIDAMERICAN ENERGY COMPANY	MIDAMERICAN ENERGY COMPANY	
Gas	ELECTRIC	
JUECT LIMITS OR IMMEDIATELY ADJACENT MEMBERS OF JULIE:	LISTED UTILITIES LOCATED WITHIN THE PROJECT LIMITS OR IMMEDIATELY ADJACENT TO THE PROJECT CONSTRUCTION LIMITS ARE MEMBERS OF JULIE:	
PERATIONS AS OUTLINED IN ARTICLE 107.31 OF THE AMINIMUM OF 48 HOURS ADVANCE NOTICE IS REQUIRED K. THE JULIE NUMBER IS 800-892-0123. THE FOLLOWING	DURING CONSTRUCTION OPERATIONS AS OUTLINED IN ARTICLE 107.31 OF THE STANDARD SPECIFICATIONS. A MINIMUM OF 44 HOURS ADVANCE NOTICE IS REQUIRED FOR NON-EMERGENCY WORK, THE JULIE NUMBER IS 808-892-013.3 THE FOLLOWING	

595

			The state of the s			
: SHEFTS LIST	F.A.I. RTE.	SECI	SECTION	COUNTY	TOTAL SHEET SHEET SHEET	SHEET NO.
E STANDARDS	80	(81-1⊬	(81-1HBY)P	ROCK ISLAND 43	43	2
NERAL NOTES				CONTRACT NO. 64J53	NO. 6	4J53
	FED. RO	FED. ROAD DIST. NO. ILLINOIS NON-FED. AID PROJECT	ILLINOIS NON-FE	D. AID PROJECT		

DEPARTMENT OF TRANSPORTATION

STATE OF ILLINOIS

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FILE NAME

PLOT DATE : Thu Mar 21 13:59:31 2013

USER NAME = formermm

CODE NUMBER	ITEM	UNIT	TOTAL QUANTITY	0014 BRIDGE REHABILITATION RURAL
67100100	MOBILIZATION	L SUM	1	_
70100207	TRAFFIC CONTROL AND PROTECTION, STANDARD 701402	EACH	2	2
70100420	TRAFFIC CONTROL AND PROTECTION, STANDARD 701411	ЕАСН	9	9
70100700	TRAFFIC CONTROL AND PROTECTION, STANDARD 701406	MNS 1	-	
70301000	WORK ZONE PAVEMENT MARKING REMOVAL	SQ. FT	4737	4737
70400100	TEMPORARY CONCRETE BARRIER	FOOT	938	938
70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	774	774
70600250	IMPACT ATTENUATORS, TEMPORARY (NON- REDIRECTIVE), TEST LEVEL 3	ЕАСН	2	2
70600350	IMPACT ATTENUATORS, RELOCATE (NON- REDIRECTIVE), TEST LEVEL 3	ЕАСН	2	2
78001110	PAINT PAVEMENT MARKING – LINE 4"	FOOT	8172	8172
78001130	PAINT PAVEMENT MARKING - LINE 6"	FOOT	3060	3060
78001140	PAINT PAVEMENT MARKING - LINE 8"	FOOT	3458	3458
78100300	REPLACEMENT REFLECTOR	ЕАСН	25	25
78300100	PAVEMENT MARKING REMOVAL	SQ. FT	1132	1132

* Specially Hems

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PLOT DATE = Thu Mar 21 11:42:52 2013

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

	F.A.I. RTE.		SECTION	COUNTY	TOTAL SHEET SHEET SHEET	SHEET NO.
MARY OF QUANTITIES	80	-18)	(81-1HBY)P	ROCK ISLAND 43	43	~
				CONTRACT NO. 64J53	NO. 6	4J53
	FED. RC	FED. ROAD DIST, NO.	ILLINOIS NON-FED. AID PROJECT). AID PROJECT		

-					100% STATE
	CODE NUMBER	ITEM	UNIT	TOTAL QUANTITY	0014 BRIDGE REHABILITATION RURAL
	X5067501	BRIDGE CLEANING AND PAINTING WARRANTY NUMBER 1	L SUM	-	-
	X5067502.	X5067502 BRIDGE CLEANING AND PAINTING WARRANTY NUMBER 1	WDS 7		
	Z0007112	Z0007112 CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES	NOS 1		
					Annian was a same a same a same a paper of a same paper of the same and the same and the same and the same and
	Z0010501	CLEANING AND PAINTING STEEL BRIDGE NO. 1	r sum	_	_

	2001005	ZODIOSOZ CLEANING AND PRINTING STEEL BRIDGE NO.1	LSUM	7	
					100mm

* SPECIALTY ITEM

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

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FILE NAME =

PLOT DATE = Thu Mar 21 11:42:53 2013

USER NAME = farmermm

CONTRACT NO. 64J53 COUNTY TOTAL SHEET SHEET ROCK ISLAND 43 FED. ROAD DIST. NO. | ILLINOIS NON-FED. AID PROJECT SECTION (81-1HBY)P 80 SUMMARY OF QUANTITIES

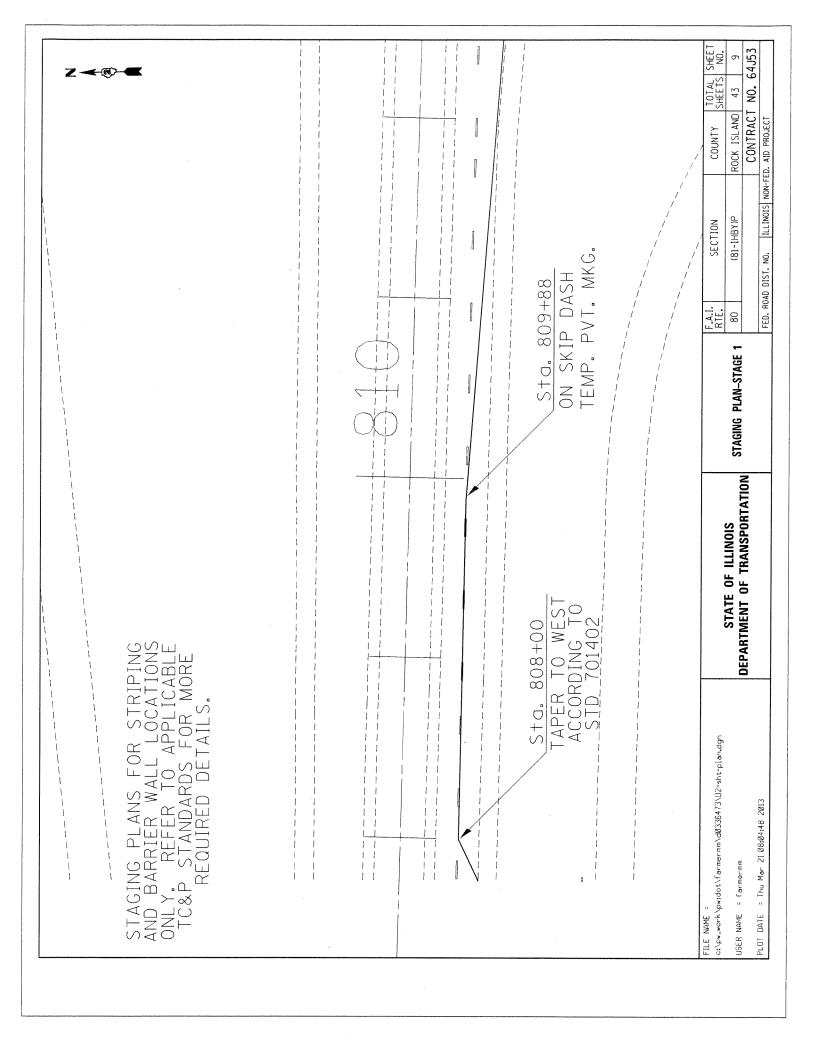
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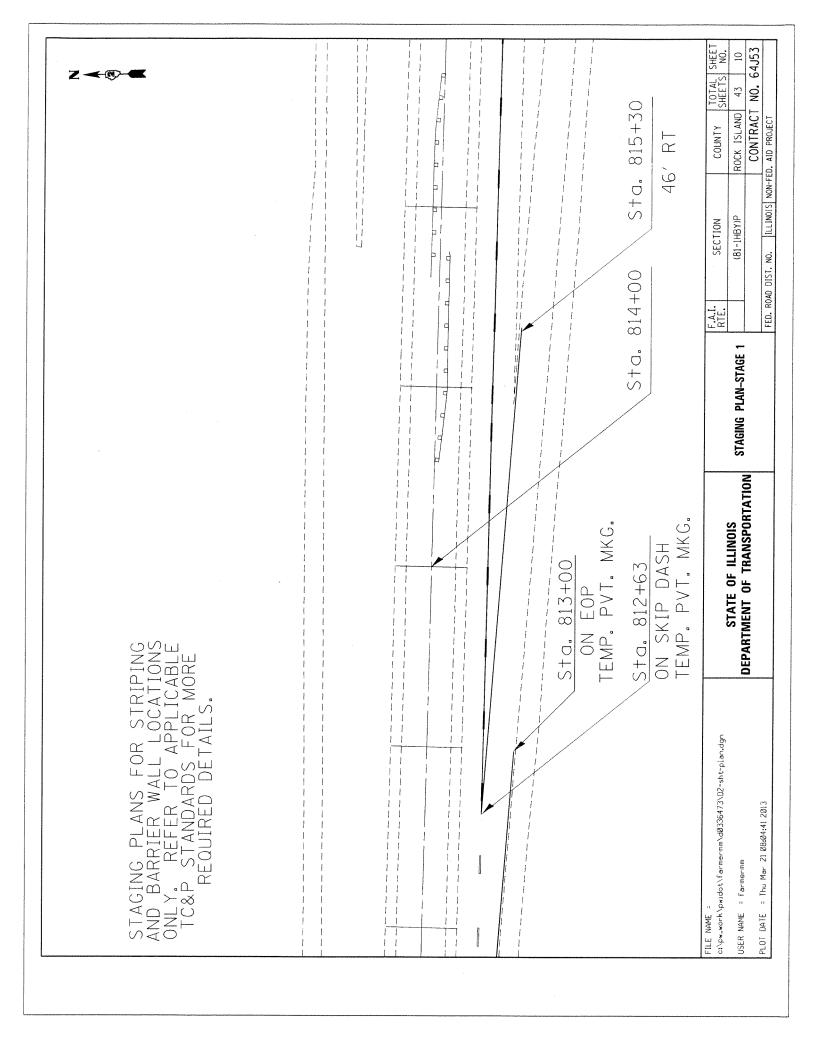
																									F.A.I. SECTION COUNTY	SCHEDULE OF QUANTITIES 80 (81-1HBY)P ROCK ISLAND
						:-																			10 10	SIAIE UF ILLINUIS
70300220 IEMPORARY PAVEMENT MARKING - LINE 4"	LOCATION	Stage 1	Stage 2	Stage 3	TOTAL	70300280 IEMPOBARY PAVEMENT MARKING - LINE 24"	LOCATION	Stage 1	Stage 2	TOTAL	LOCATION	Stage 1	Stage 2	Stage 3	TOTAL	70400100 IEMPORARY CONCRETE BARRIER	LOCATION	Stage 1 1-88 EB	Stage 2 I–88 WB T0TAL	70400200 BELOGATE TEMPORARY CONCRETE BARRIER	LOCATION	Stage 2 1-88 EB	Stage 3 1-88 WB	TOTAL	FILE NAME = c:\pw.work\pwidot\farmermm\d0336473\D203613-sht-500.dgn	
220 IEMPORAE	FOOT	4176	3580	2780	10536	280 TEMPORAE	FOOT	30	30	09	SQ FI	1378	2099	1260	4737	1100 IEMPORAR	F001	469	469 938.0	200 RELOCATE	E001	406	368	774.0	FILE NAME = c:\pw_work\pwidot\farmer	USER NAME = farmermm

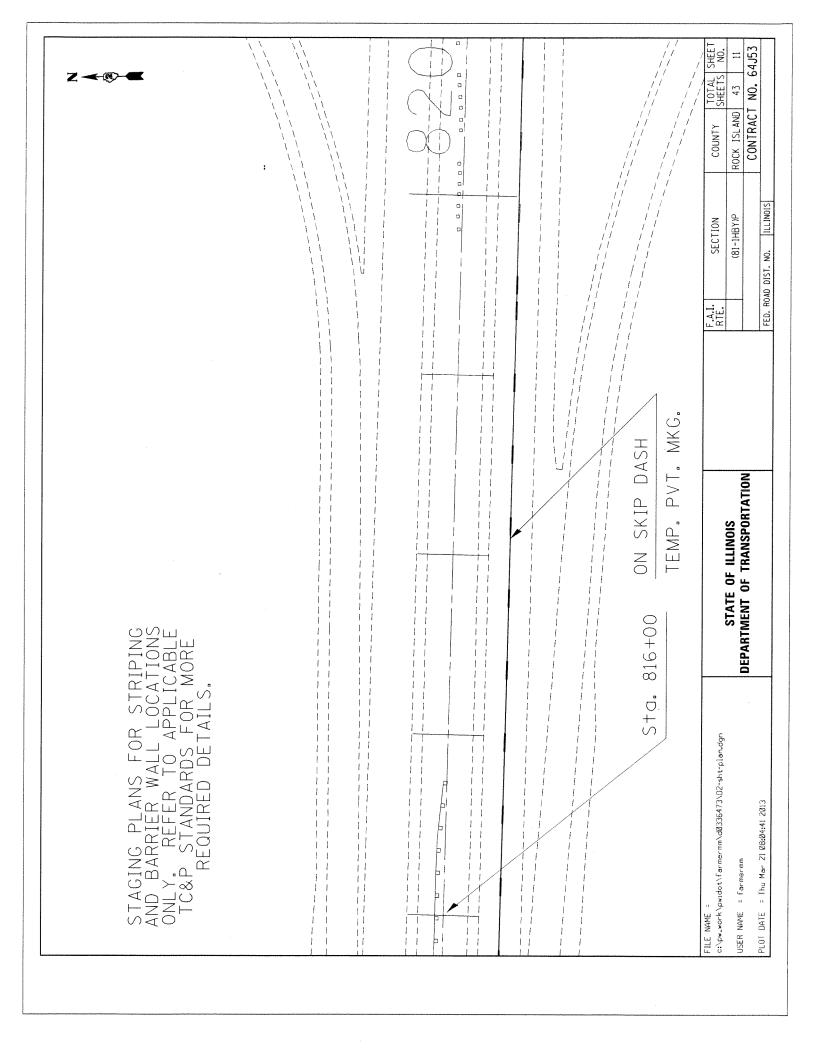
70600250 IMPACT ATTE			REDIRECTI	VE). TEST	LEVEL 3						
	70600250 IMPACT ATTENUATORS. TEMPORARY (NON- REDIRECTIVE). TEST	-NON-									
EACH	LOCATION										
-	West end of Temporary Concrete Barrier Wall (E.B.) for stage 1	ry Concre	te Barrier	Wall (E.B.) for stage	_					
-	East end of Temporary Concrete Barrier Wall (W.B.) for stage	v Concret	e Barrier	Wall (W.B.	for stage	2					
2.0	TOTAL										
70600350 IMPACT ATTENUATORS. RELOCATE (NON- REDIRECTIVE). TEST	ENUATORS. RELOCATE	INON- BE	DIRECTIVE		LEVEL 3						
EACH	LOCATION										
-	West end of Temporary Concrete Barrier Wall (E.)	ry Concre	te Barrier	Wall (E.B.	B.) for stage	2					
2 7	East end of Temporary Concrete Barrier Wall (W.B.) for stage 3 TOTAL	y Concret	e Barrier	Wall (W.B.	for stage	3	All him several services and services are services and services are se		-	THE PERSON NAMED IN COLUMN TO THE PE	THE PROPERTY OF THE PROPERTY O
78001110 PAINT PAVEMENT MARKING	MENT MARKING - LINE 4"	E 4"									
F001	LOCATION **Offse	ts are ap	**Offsets are approximate.	Match	existing striping.		Apply 2 coats**	*			
64		825 84	1	126 + 40	84' RT to			BT on L-80 FB to L-88 FB ramn (Vellow)	-		
3 922		826 00	ı	3+00	=		E.B. EOP (White)	White)	-		
275		826 00	ı	828 + 75	Ħ	33,	RT E.B. EOP (White)	White)			
618	Sta.	829 00	1	3 + 00	10' RT to	o 10' RT	E.B. EOP (Yellow)	ellow)			
80	Sta.	5 77	ı	05 + 9	50' LT to	to 79′ LT		on 1–80 W.B. to 1–88 W.B. ramp (Yellow)	(M)		
878 S	Sta.	829 00	ı	05+9	47' LT to	17 ,86 °C	W.B. EOP (White)	White)			
240	Sta.	3 60	1	00+9	34' LT to	34,		(White)			
618 S	Sta.	829 00	i	3 + 00	10' LT to	1 0,	LT W.B. EOP (White)	White)			
258 S	Sta.	15 13	1	17 + 66	68' LT to	90,	Ramp EOP (Yellow)	(Yellow)			
4086	Sub Total for one coat.	ı,									
8172 T	T0TAL							AND VARIABLE AND ALL A		AND THE PROPERTY OF THE PROPER	THE RESERVE AND THE PROPERTY AND THE PRO

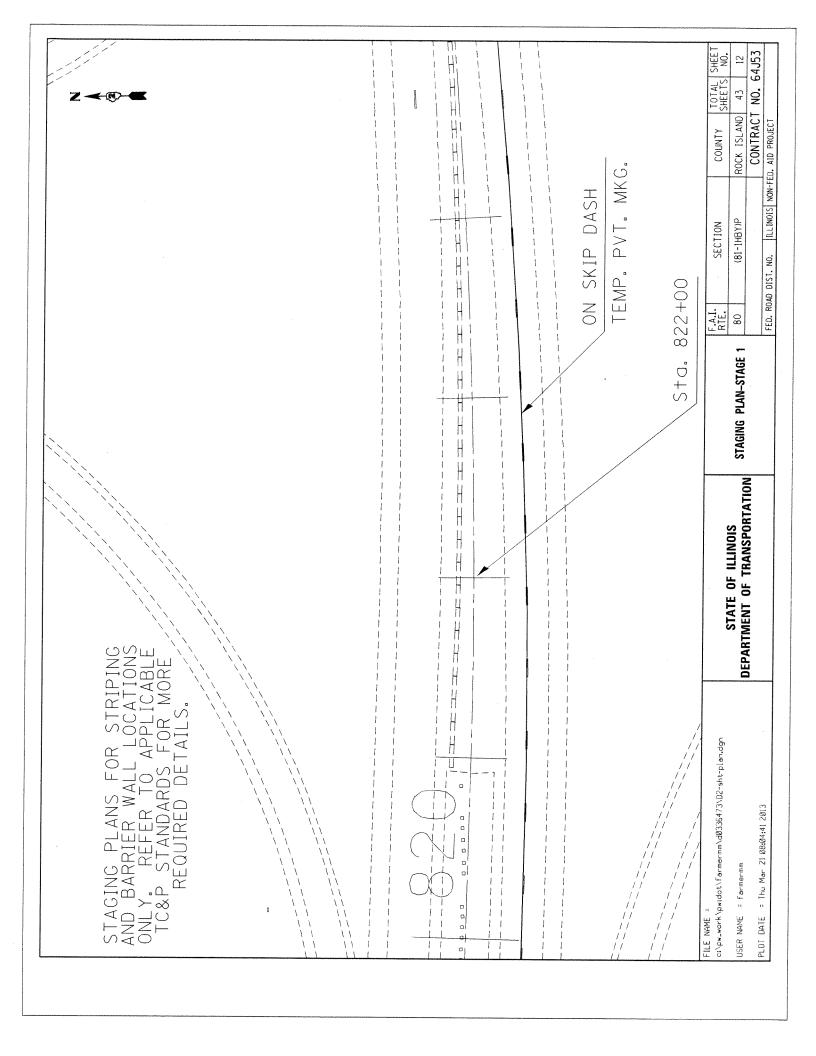
FOOT	LOCATION	**Offsets are approximate.	Match	existing striping. Apply 2 coats**	**		
610	Sta.	0 808	832 + 25	Skip Dash on	e (White)		
20	Sta.	00 0	2+00	Dash on E.B.	9 (White)		
06	Sta.	828 75	832 +25	Dash on	E.B. between Rt. lane and ramp lane (White)		
20	Sta.	00 0	2 +00	Skip Dash on E.B. between R	between Rt. lane and ramp lane (White)		
06	Sta.	829 0	832 +25	Skip Dash on W.B. center line (White)	ie (White)		
450	Sta.	00 0	18 + 00	Dash on W.B.	ie (White)		
06	Sta.	829 00	832 + 25	Skip Dash on W.B. between	between Rt. lane and ramp lane (White)	<u> </u>	
100	Sta.	00 0	4 + 00	Skip Dash on W.B. between	between Rt. lane and ramp lane (White)	n	
1530	Sub Total for one coat.	r one coat.		T POSTANCE TO THE PROPERTY OF	AAAA		A CAMPAGA A CAMP
78001140 PAINT F	78001140 PAUL PAVEMENT MARKING - LINE 8"	NG — LINE 8"					
FOOT	LOCATION	**Offsets are approximate.	Match	existing striping. Apply 2 coats**	**		
238	Sta.	826 40	828 + 75	55' RT to 33' RT on 1-80 E.	on L-80 F.B. to L-88 F.B. ramn nove area (White)	(Mhira)	
235	Sta.	826 40	828 + 75	RT to 33' RT	B to L-88 F.B. FOP (White)	ca (wante)	
217	Sta.	3 60	5+77	LT to 50' LT on	to 1_88 W R	res (M/hite)	
217	Sta.	3 60	5+77	LT to 34' LT on	(.B. to 1–88 W.B. EOP (White)	(21112)	
258	Sta.	15 13	17 + 66	50' LT to 75" LT on Ramp (White)			
11	Sta.	828 00	828 +77	33' LT to 33' LT on 1-88 W.	I-88 W.B. to I-80 E.B. EOP (White)		
79	Sta.	828 00	828 +77	44' LT to 33' LT on 1-88 W.B.	(.B. to 1-80 E.B. Ramp (White)		
200	Sta.	3 00	2 +00	33' RT to 33' RT on 1-88 E.B.			
208	Sta.	3 00	2 +00	33' RT to 71' RT on 1-88 E.E	E.B. to 1-80 W.B. Ramp (White)		
1729	Sub Total for one coat.	r one coat.			***************************************		
3458	TOTAL						
/8100300 KEFLACEI	/8100300 HEFLACEMENT REFLECTOR						
FACI	LOCATION						
25 25	Determined by TOTAL	Determined by the Resident Engineer TOTAL					
E NAME			-				
rile name : c:\pw.work\pwidot\fərmermm\d0336473\D203613·sht-SOQ.dgn	ermm\dØ336473\D2@	13613-sht-500.dgn	ŧ			F.A.I. SECTION	COUNTY TOTAL SHEET NO.
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		<u> </u>					CONTDACT NO CALEZ

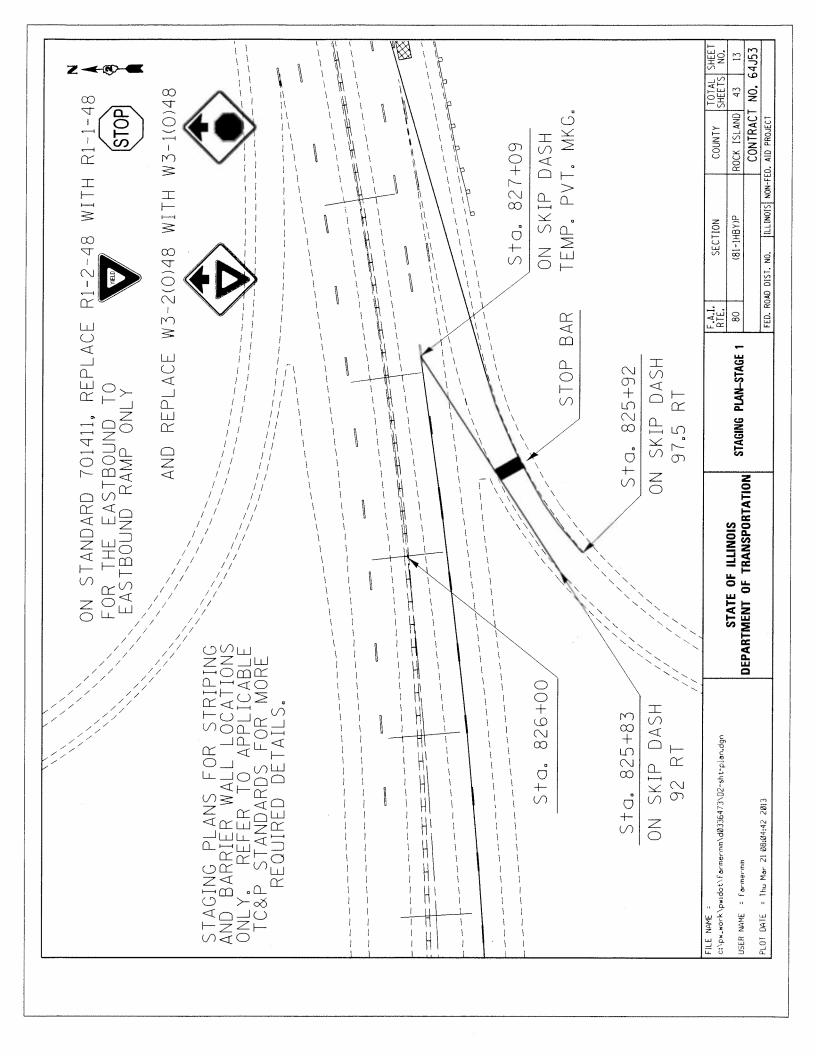
78300100 PAVEMEN	78300100 PAVEMENT MARKING REMOVAL				
SQ FT	LOCATION				
367	Stage 1–Remove existing EOP striping at I–80 E.B	ning at 1-80 E.B. to 1-88 E.B. ramp to 15' past temporary striping	temporary striping		
200	Stage 2-Remove existing EOP striping at	1-88 W.B.	temporary striping		
365	Stage 2-Remove existing EOP striping at I-80 W.	ing at 1-80 W.B. to I-88 W.B ramp to 15' past temporary striping	t temporary striping		
200	Stage 2-Remove existing EOP striping	at 1-88 E.B. to 1-80 W.B ramp to 15'	past temporary striping		
1132	тотаг				
X5067501BRIDGE C	X5067501BRIDGE CLEANING AND PAINTING WARRANTY NUMBER 1	NUMBER 1			
	Strington 001 0013				
	TOTAL				
X5067502 <u>BRIDGE</u> C	X5067502BRIDGE CLEANING AND PAINTING WARRANTY NUMBER 2	UMBER 2	ALALAH TATAK T		
Wns 1	LOCATION				
-	Structure 0810013				
-	TOTAL				ANY and the stress of the state
Z0007112 CONTAINN	20007112 CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING BESIDUES L. SUM LOCATION	LEANING RESIDUES			
-	Structure 081-0012 and 081-0013				
_	TOTAL				
Z0010501 CLEANING L. SUM	20010501 CLEANING AND PAINTING STEEL BRIDGE NO.1 L SUM LOCATION				
-	Structure 081–0012 T0TAL				
Z0010502 CLEANING	20010502 CLEANING AND PAINTING STEEL BRIDGE NO.2				
L SUM	LOCATION Structure 081-0013				
	TOTAL				
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USER NAME = farmermm	,	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SCHEDULE OF QUANTITIES	(81-1HBY)P	43
PLOT DATE = Thu Apr 18	= Thu Apr 18 16:23:38 2813			CONIKAC	CONTRACT NO. 64J53

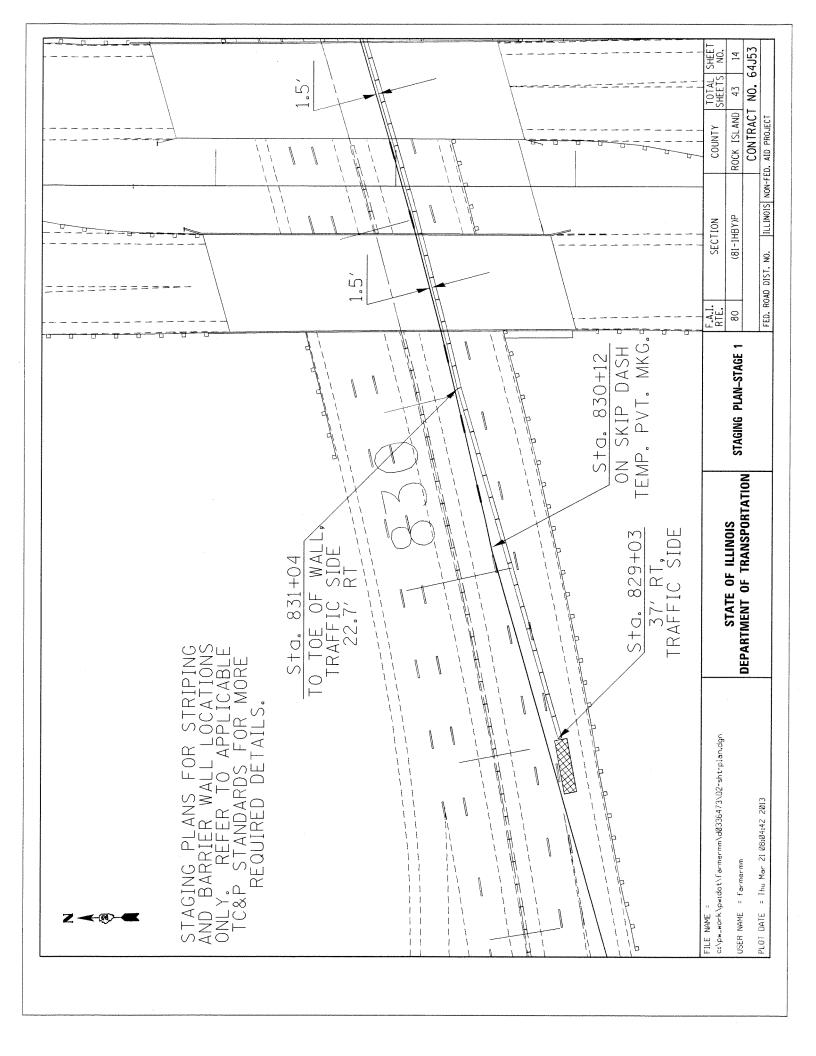


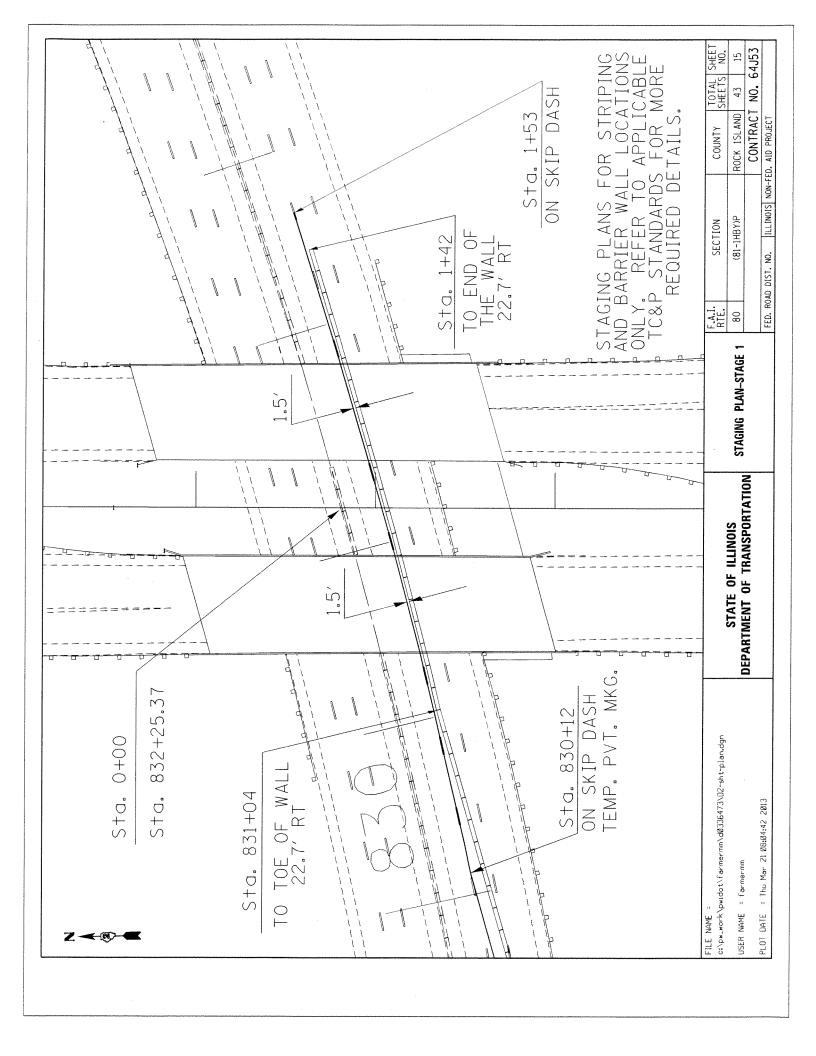


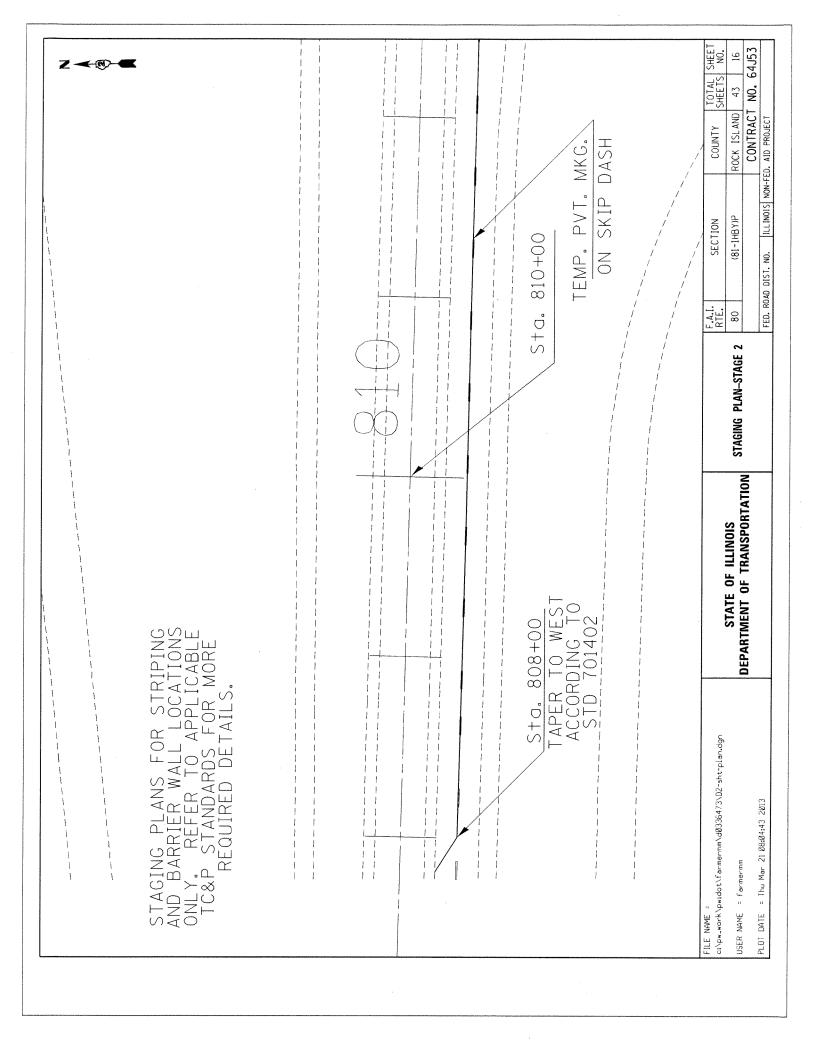


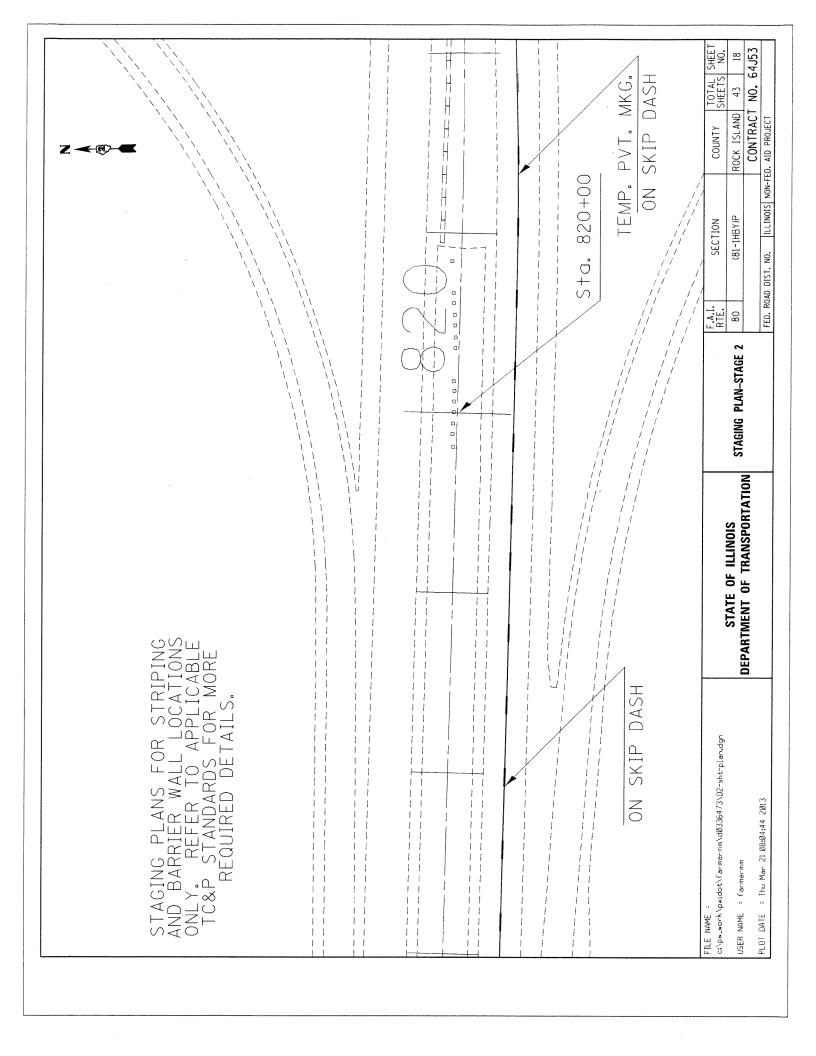


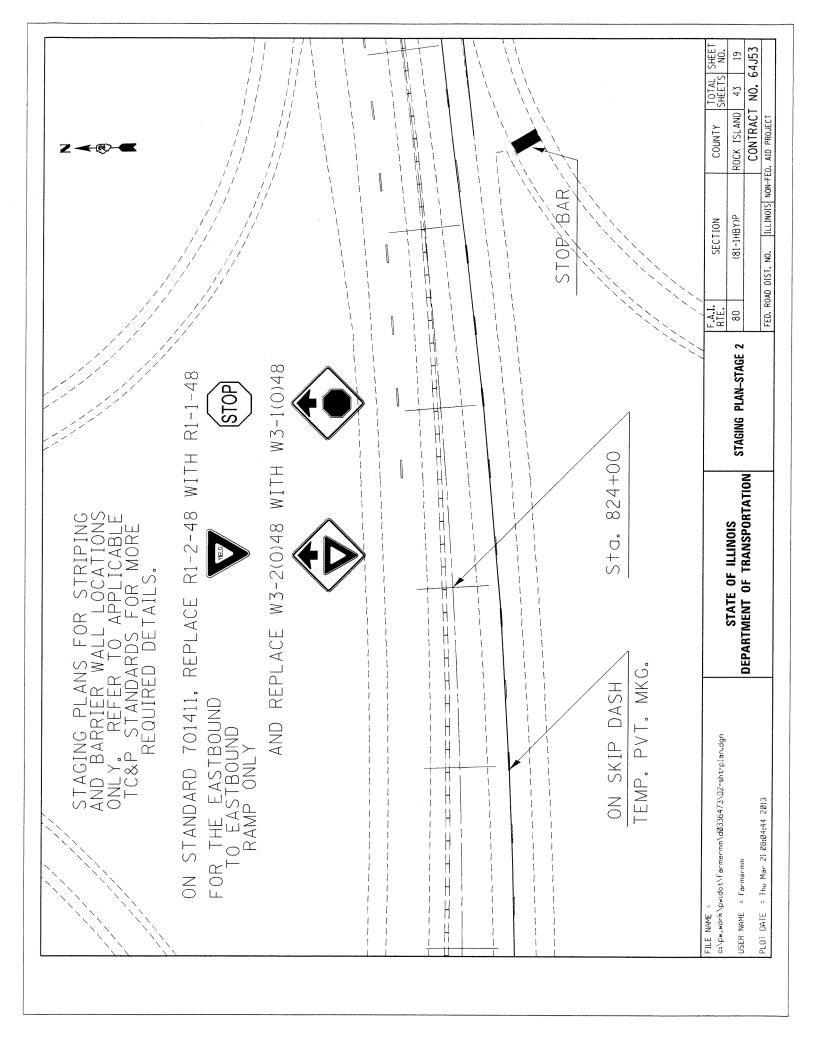


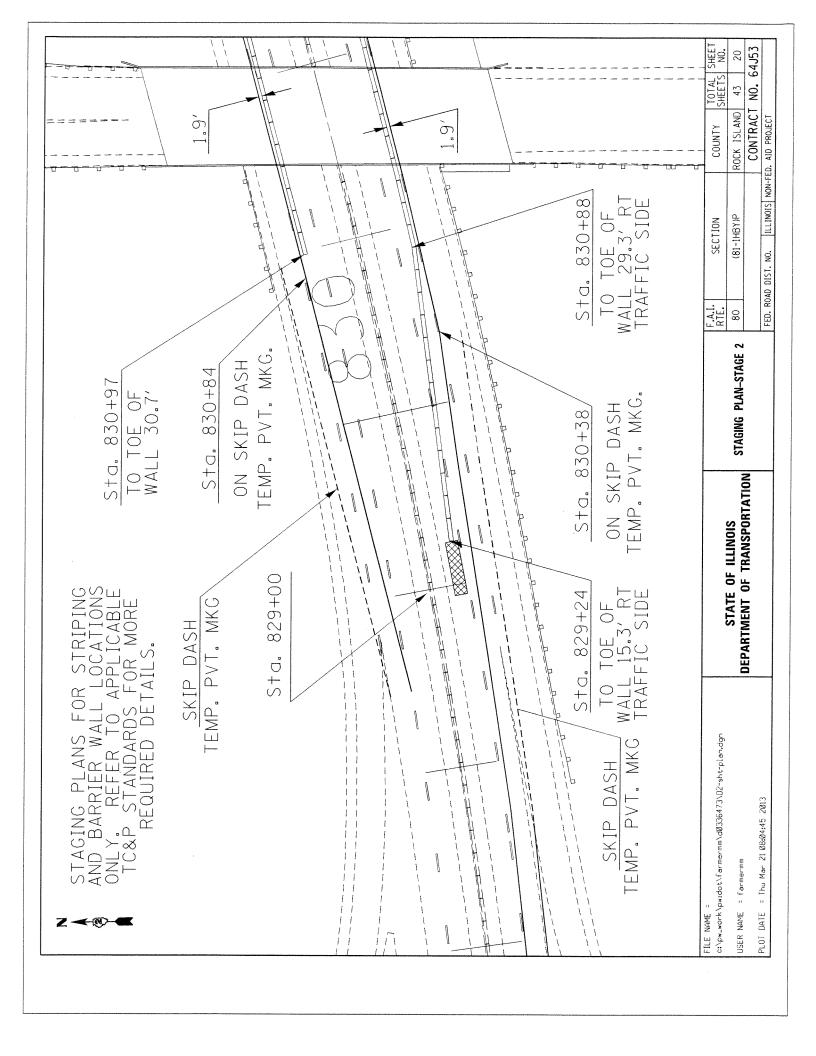


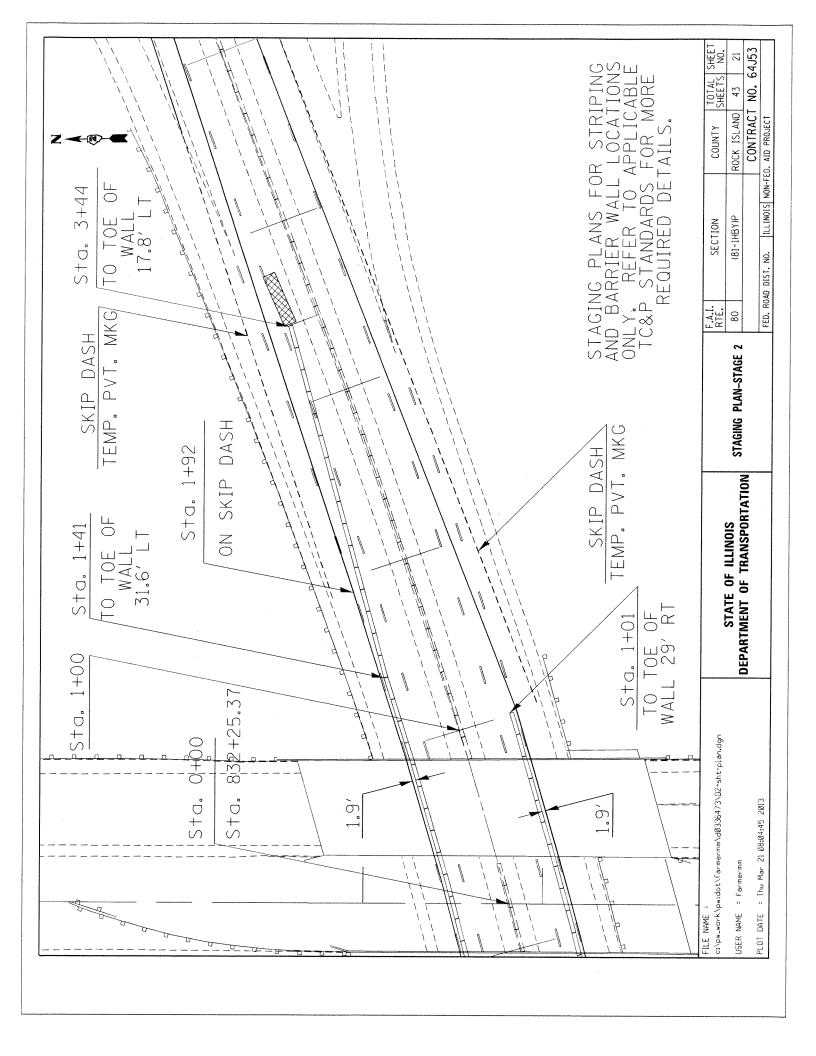


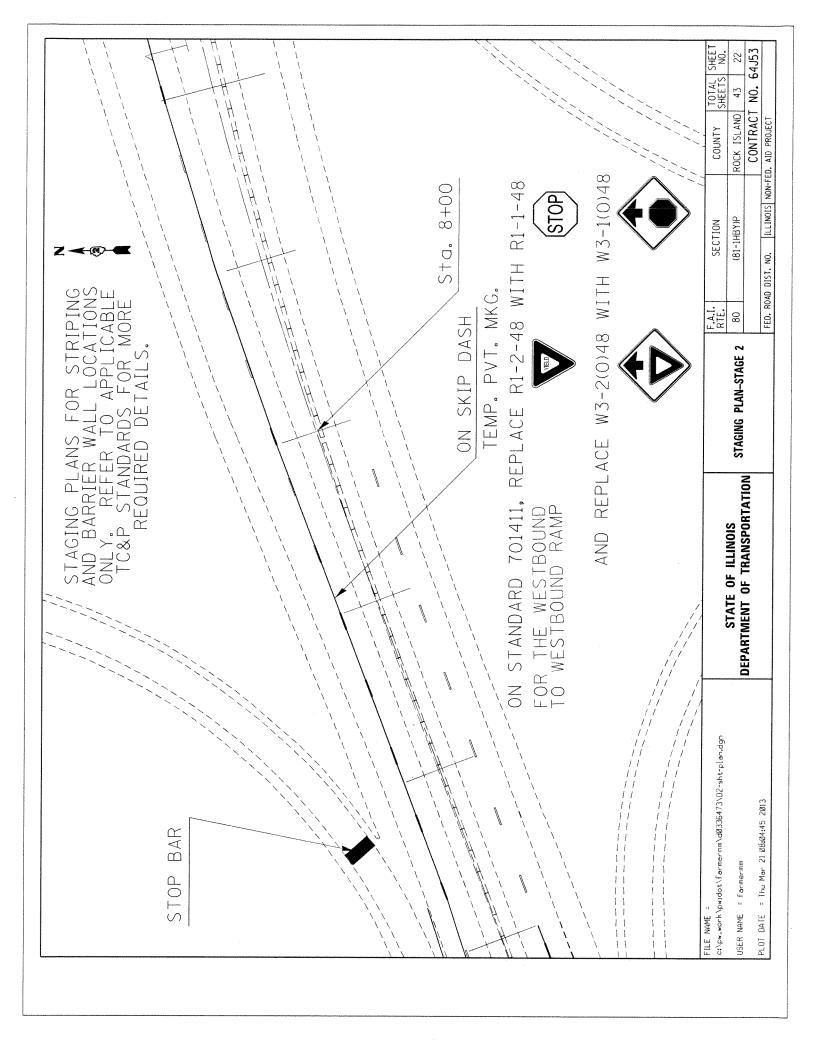


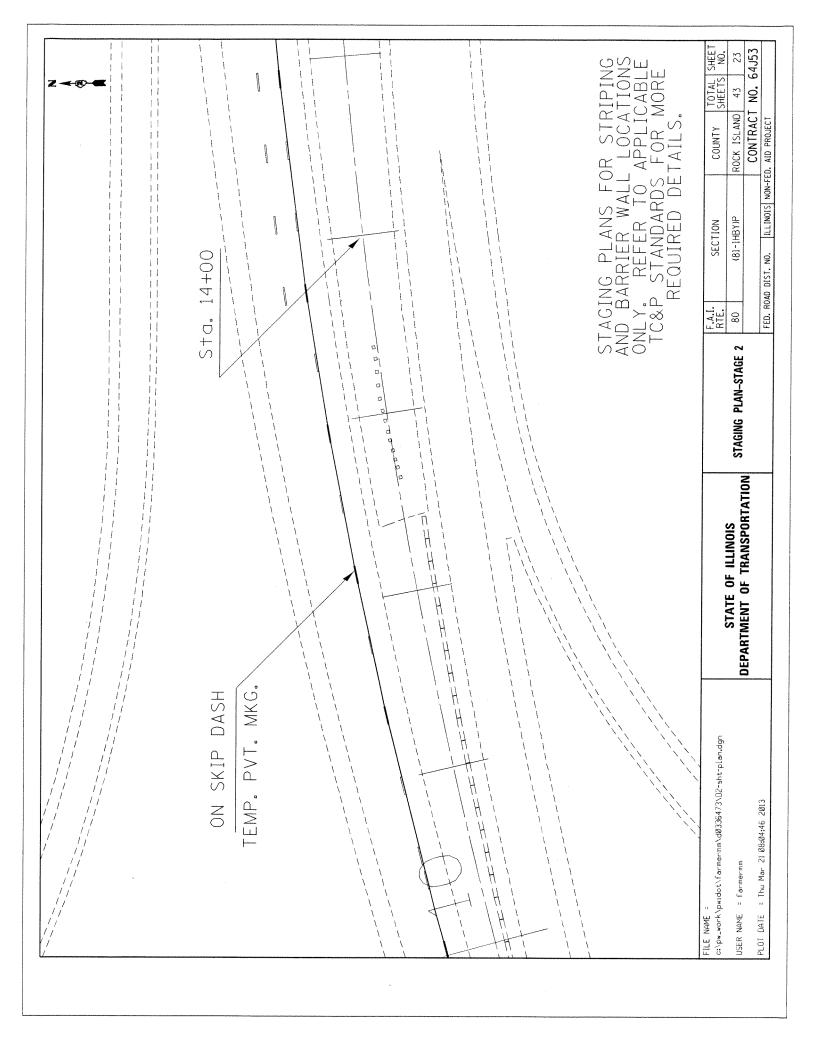


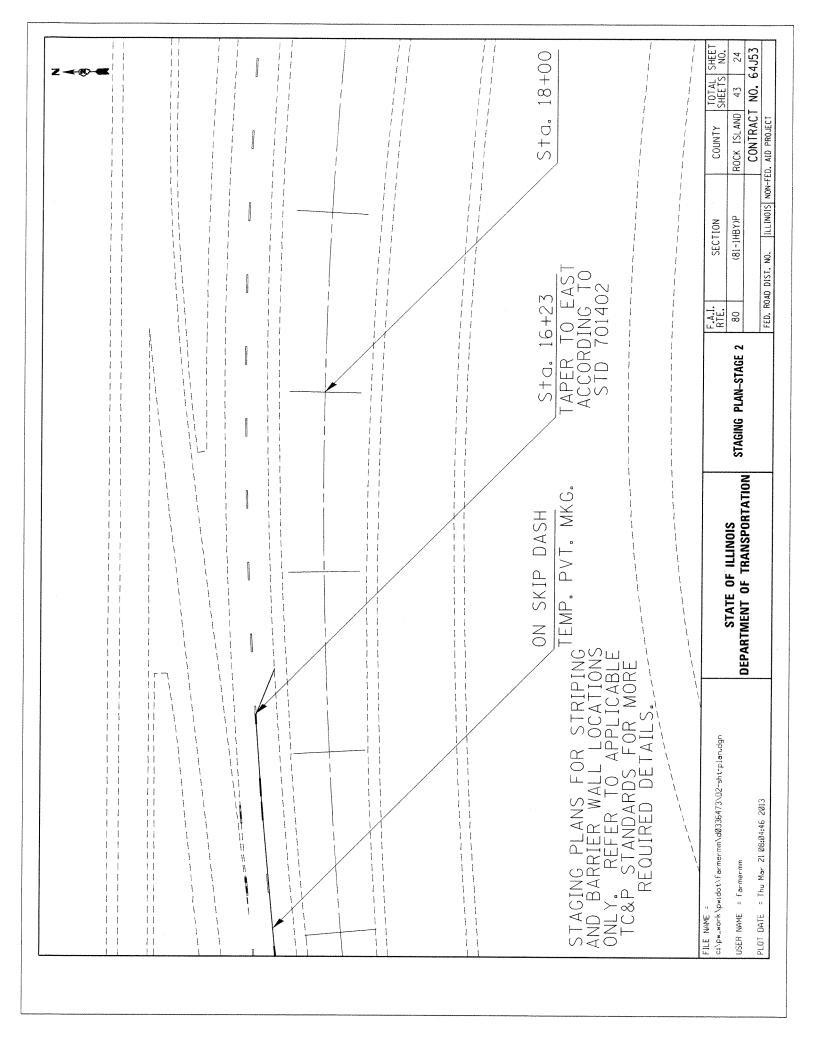


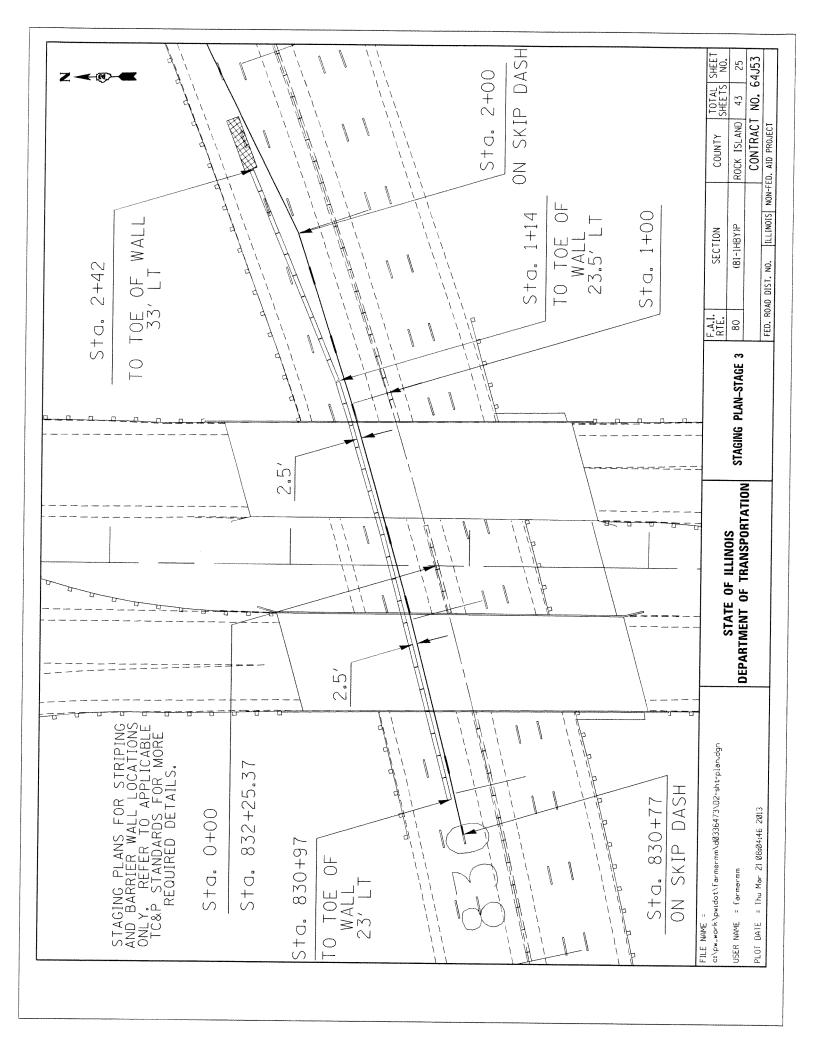


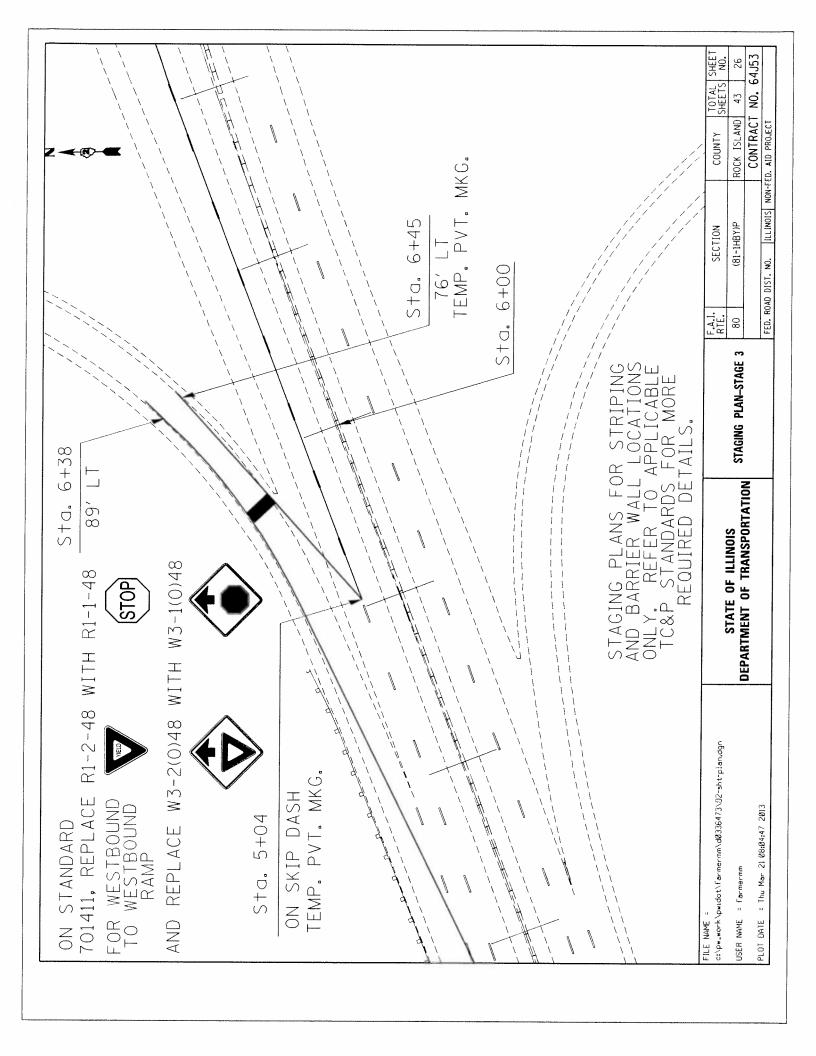


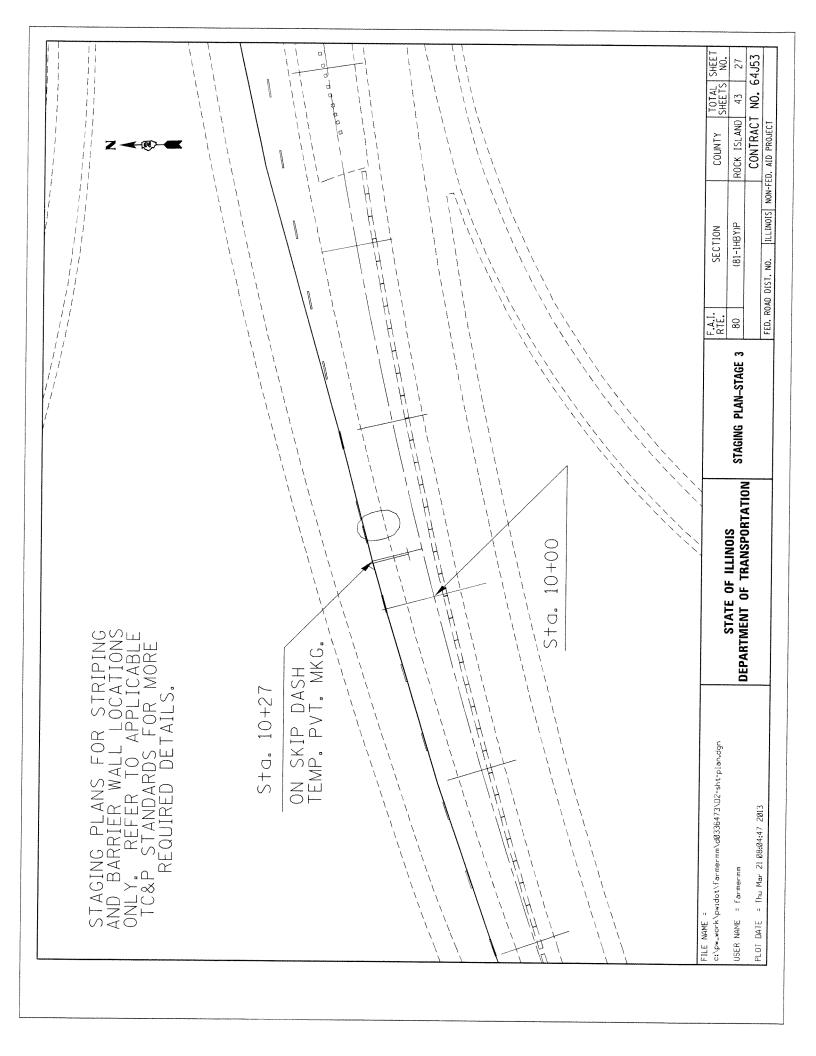


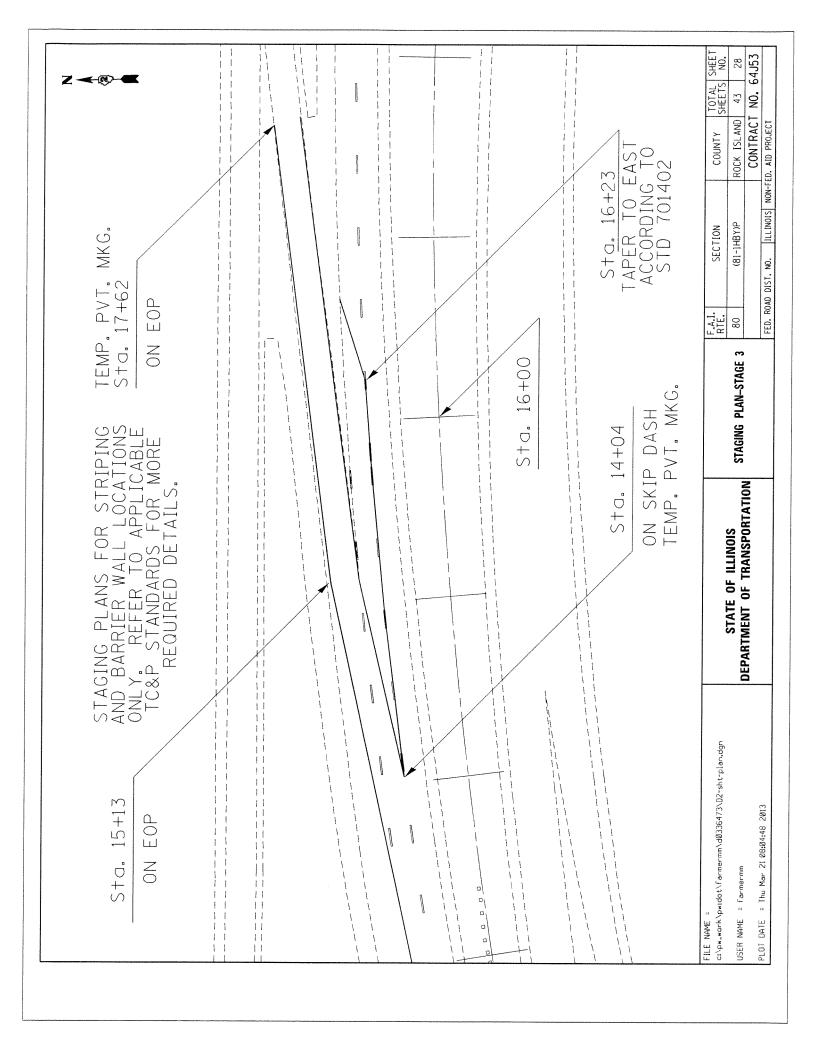


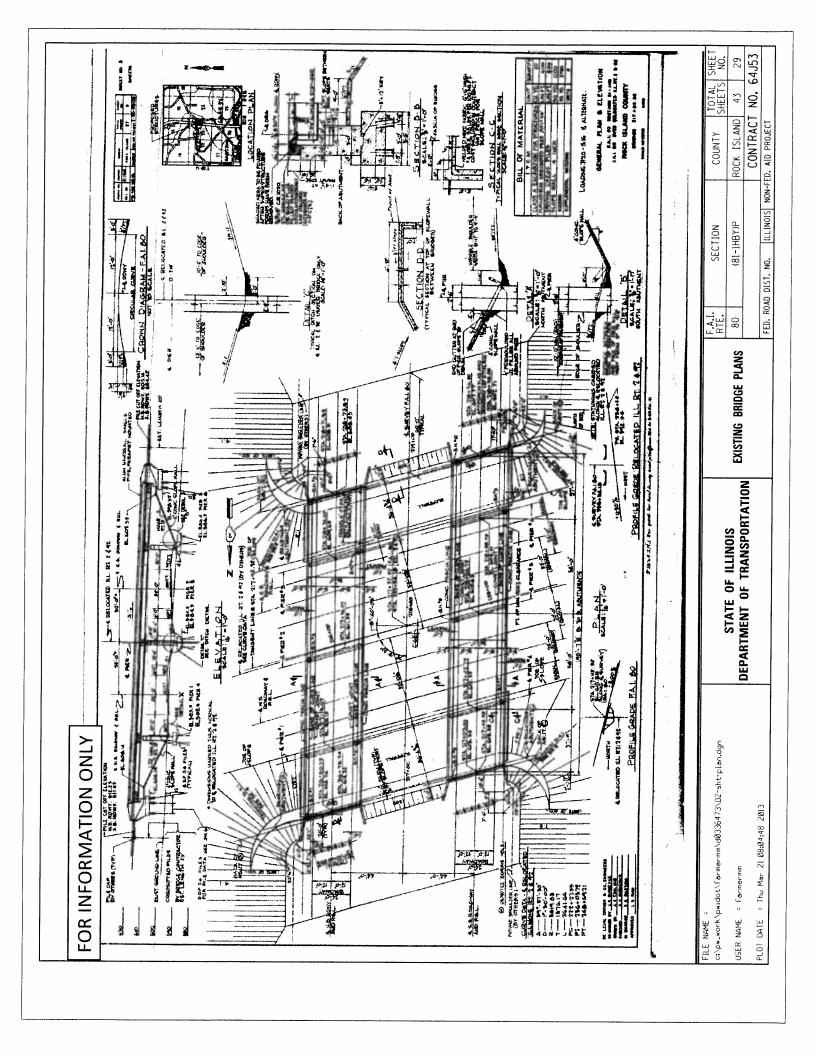


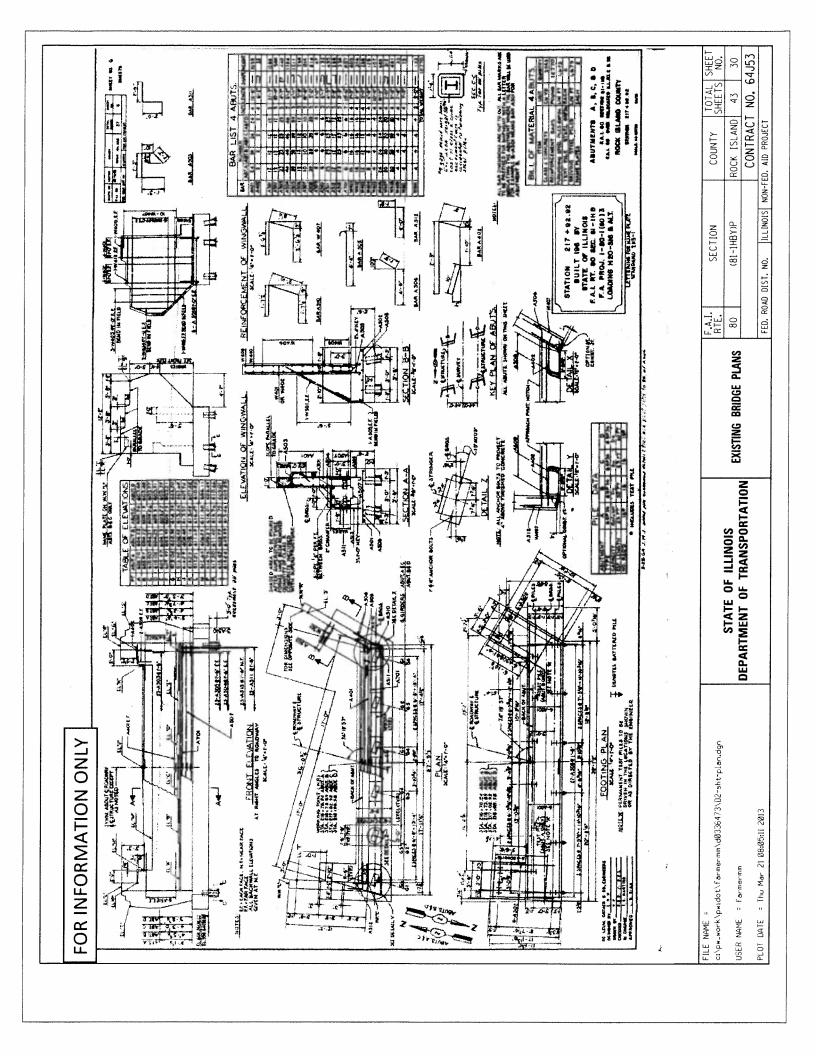


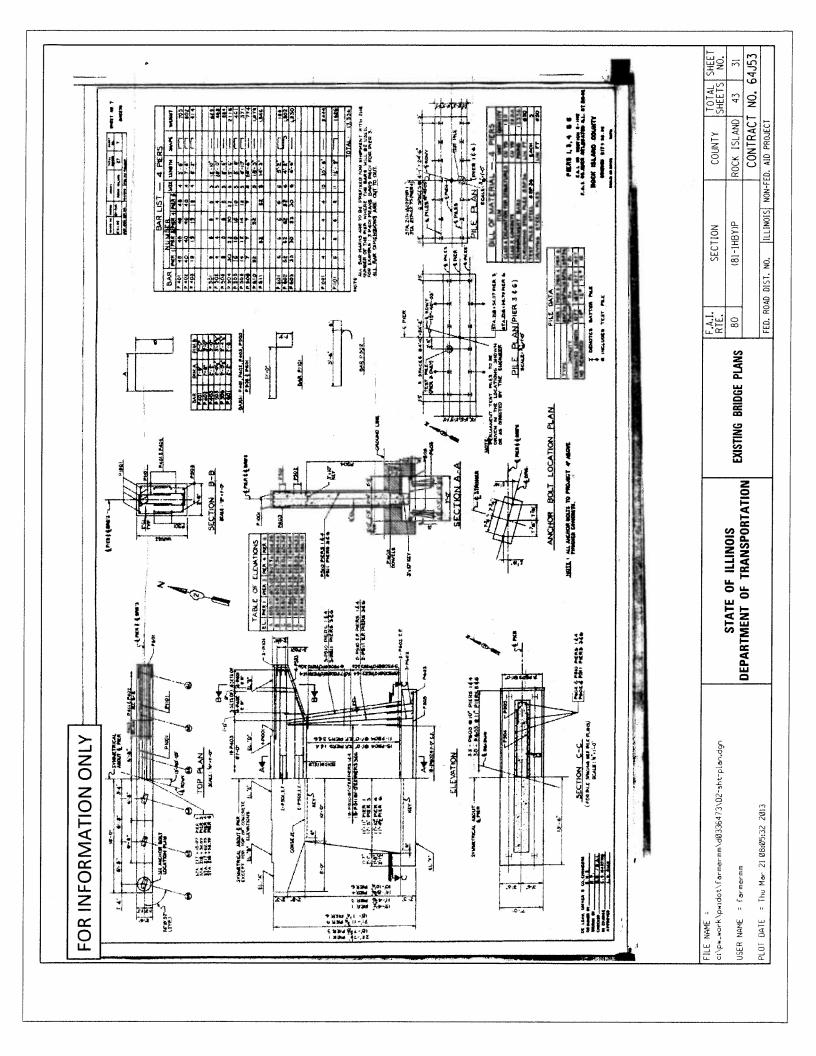


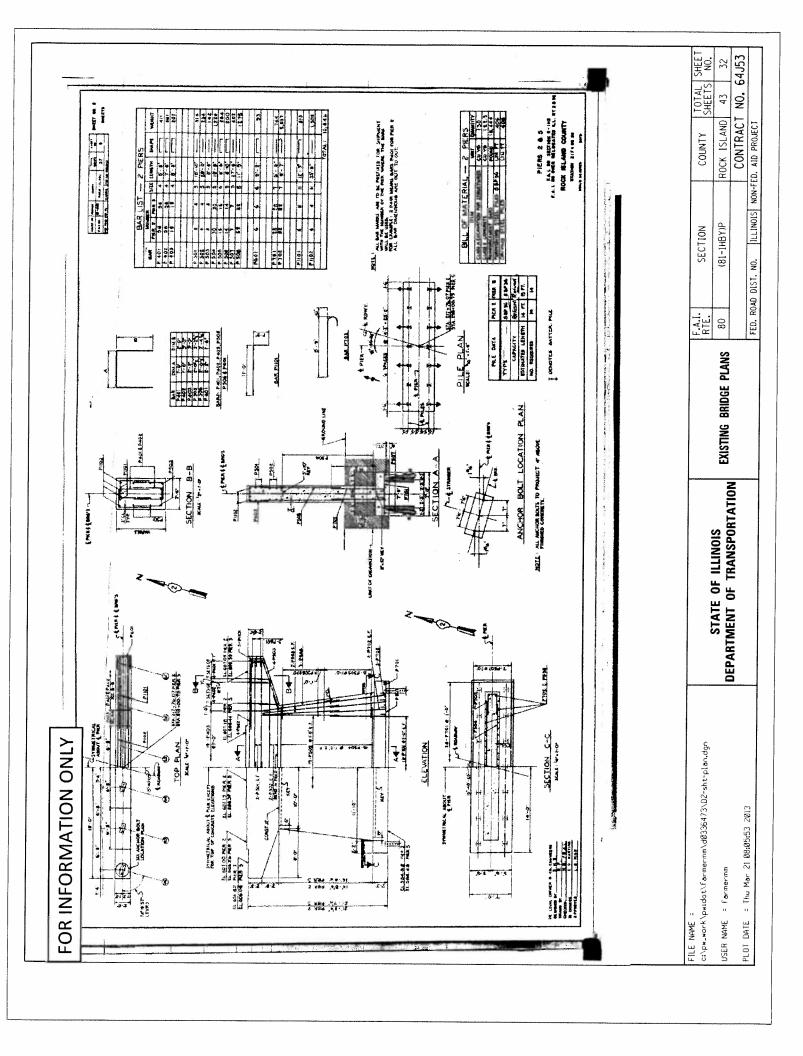


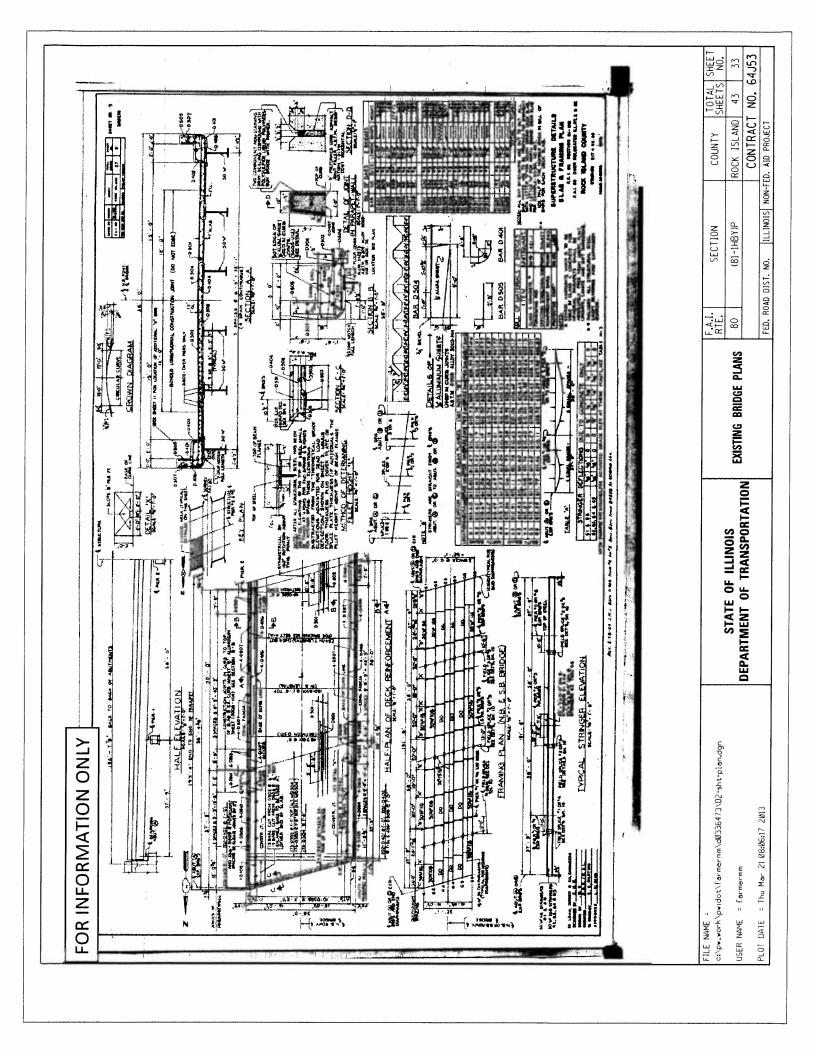


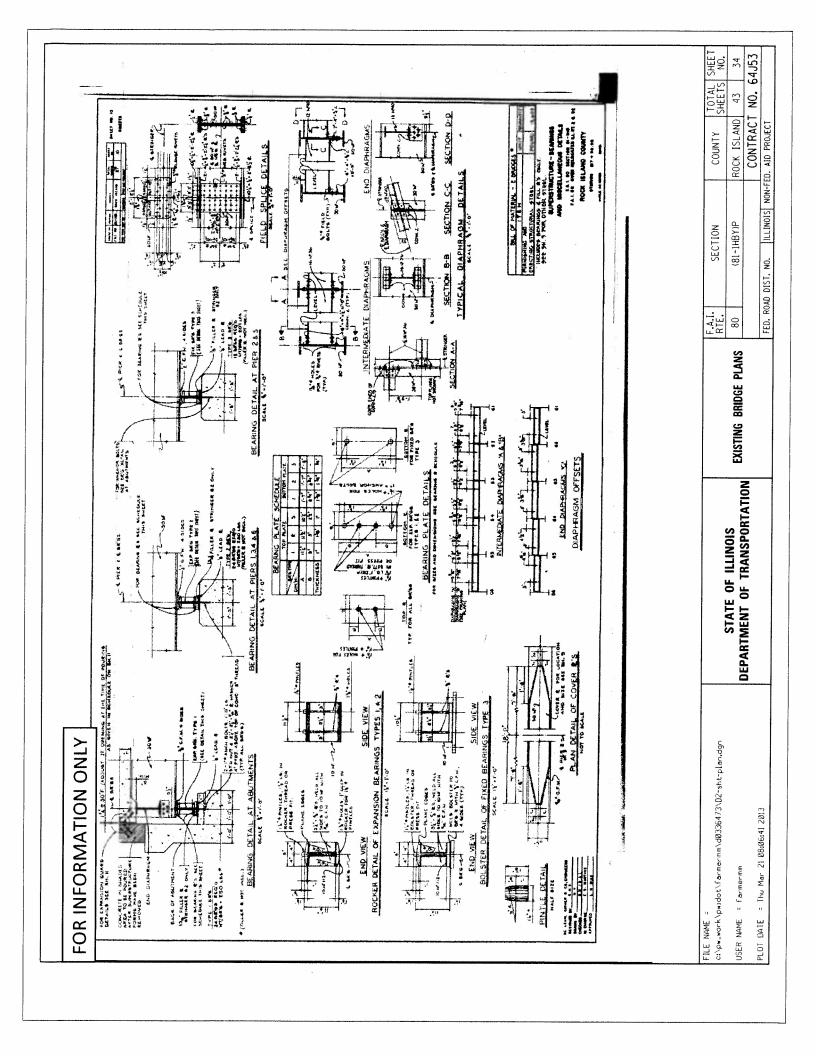


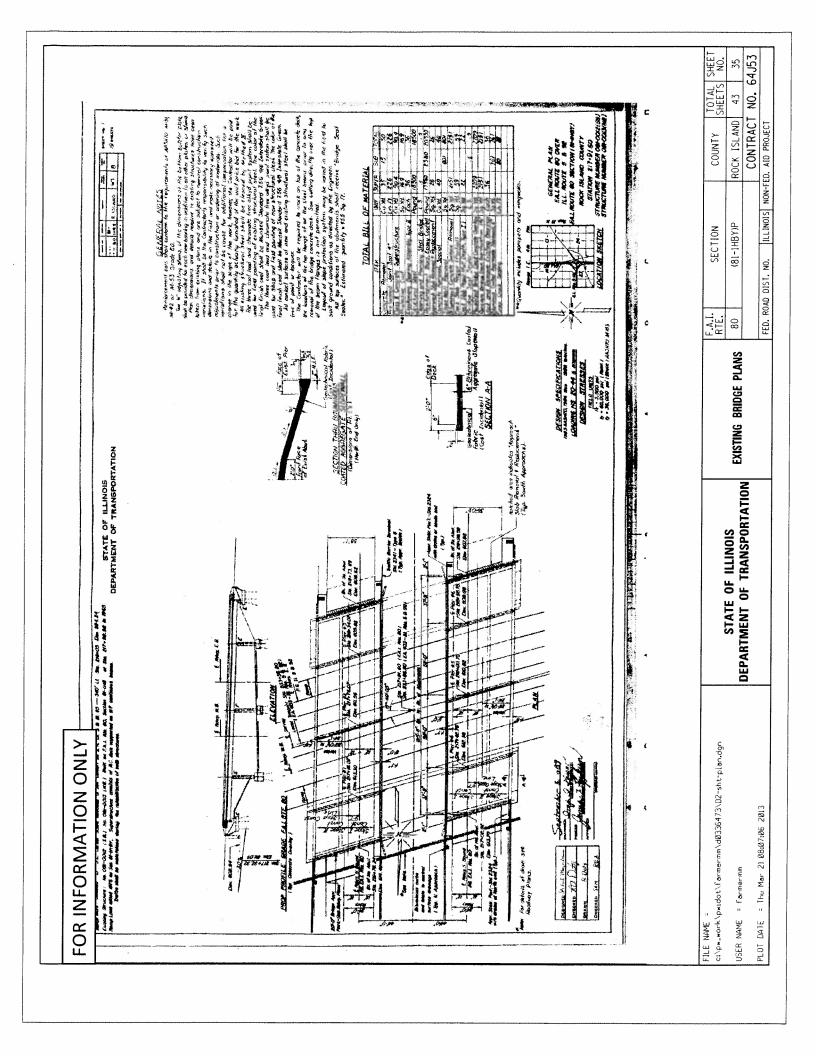


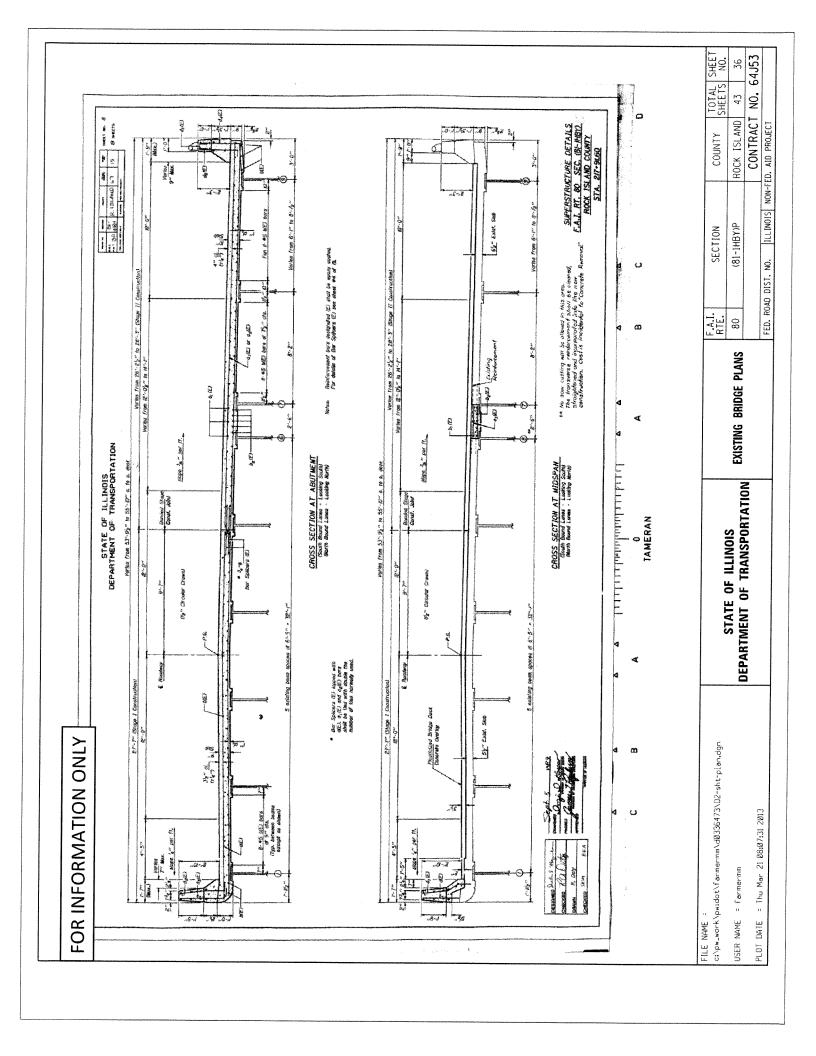


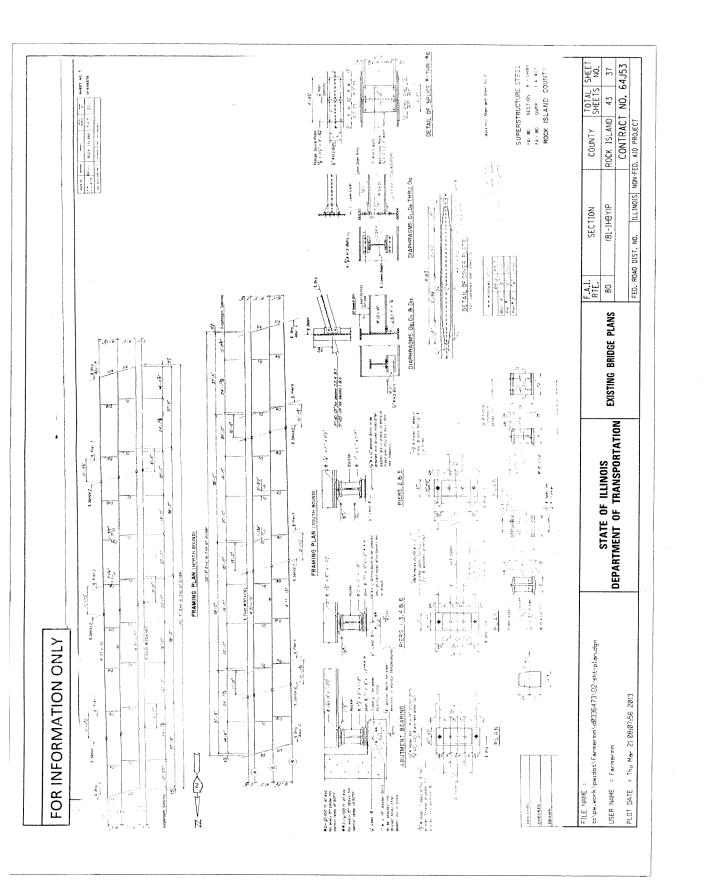


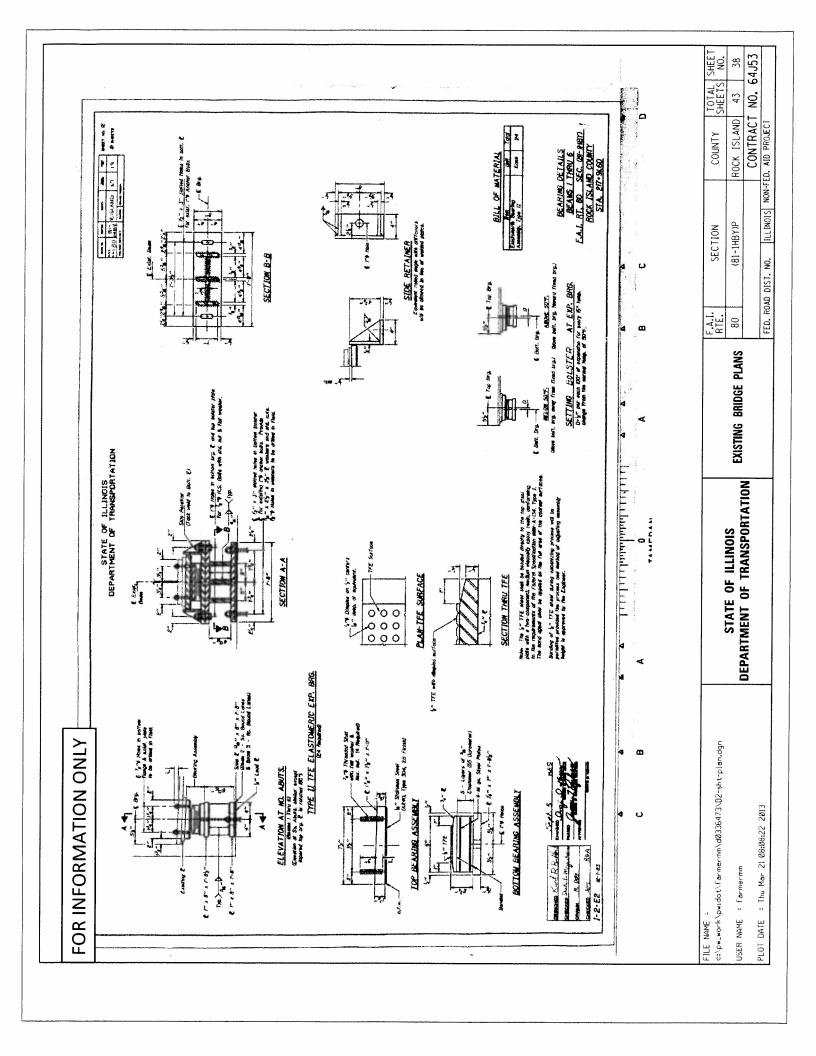


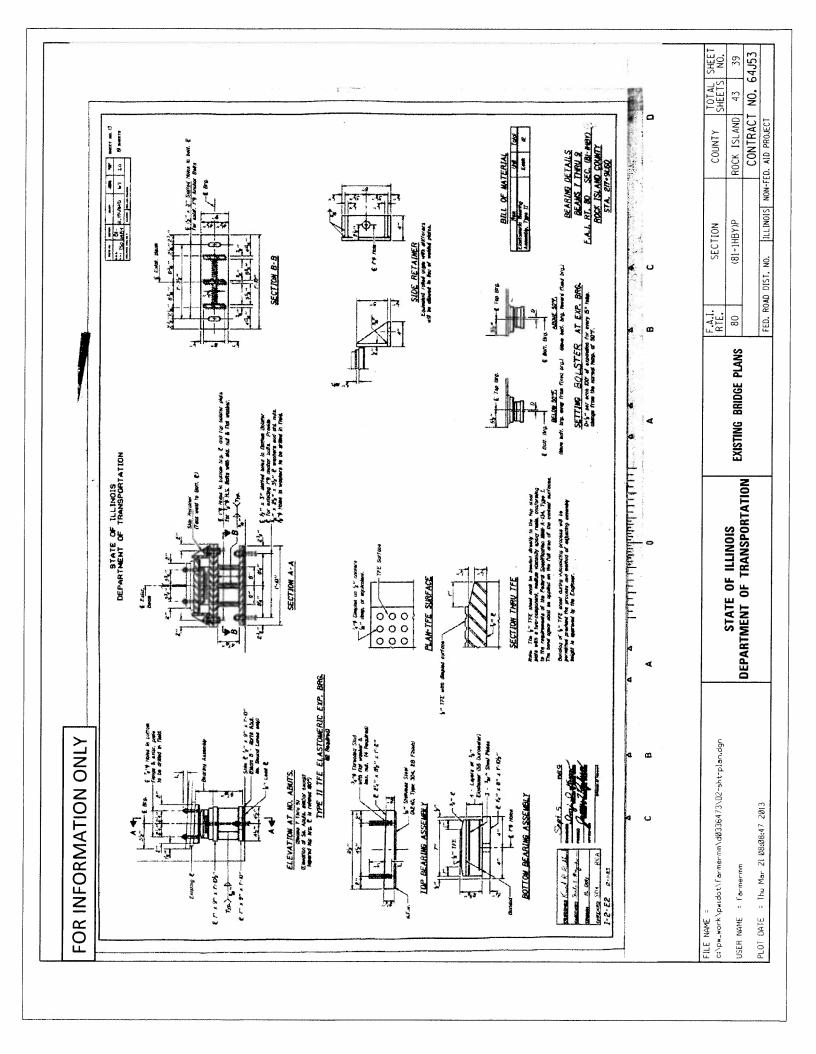


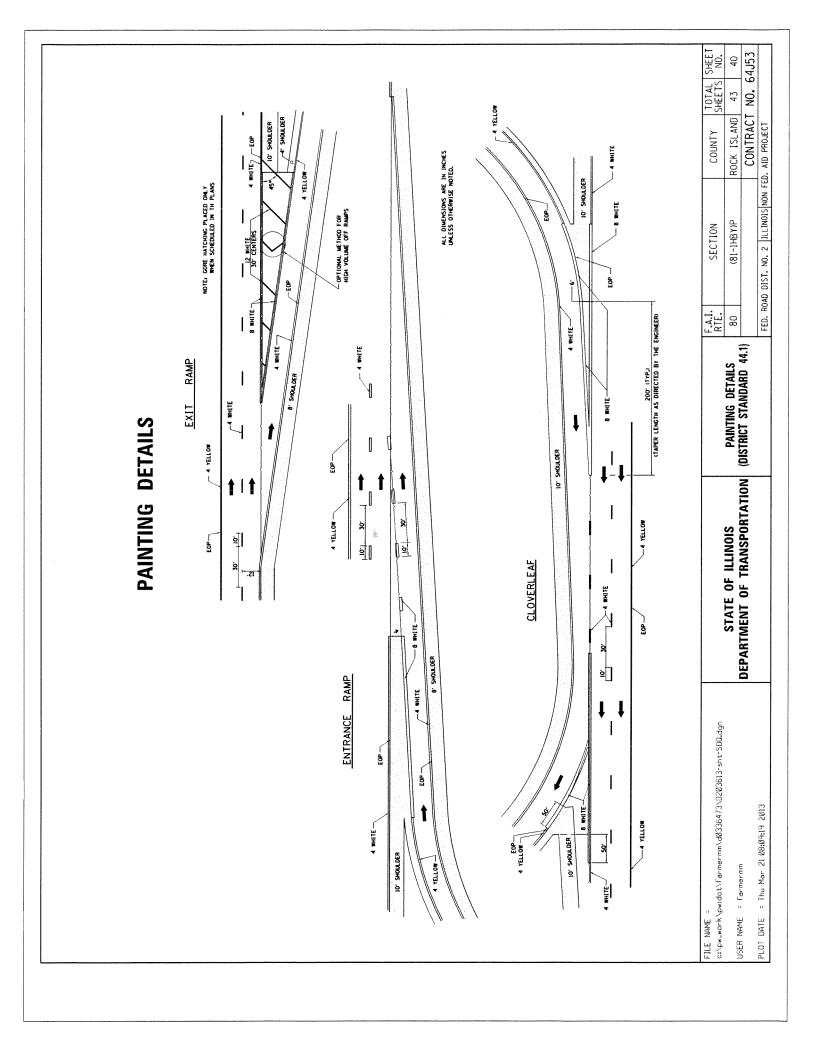


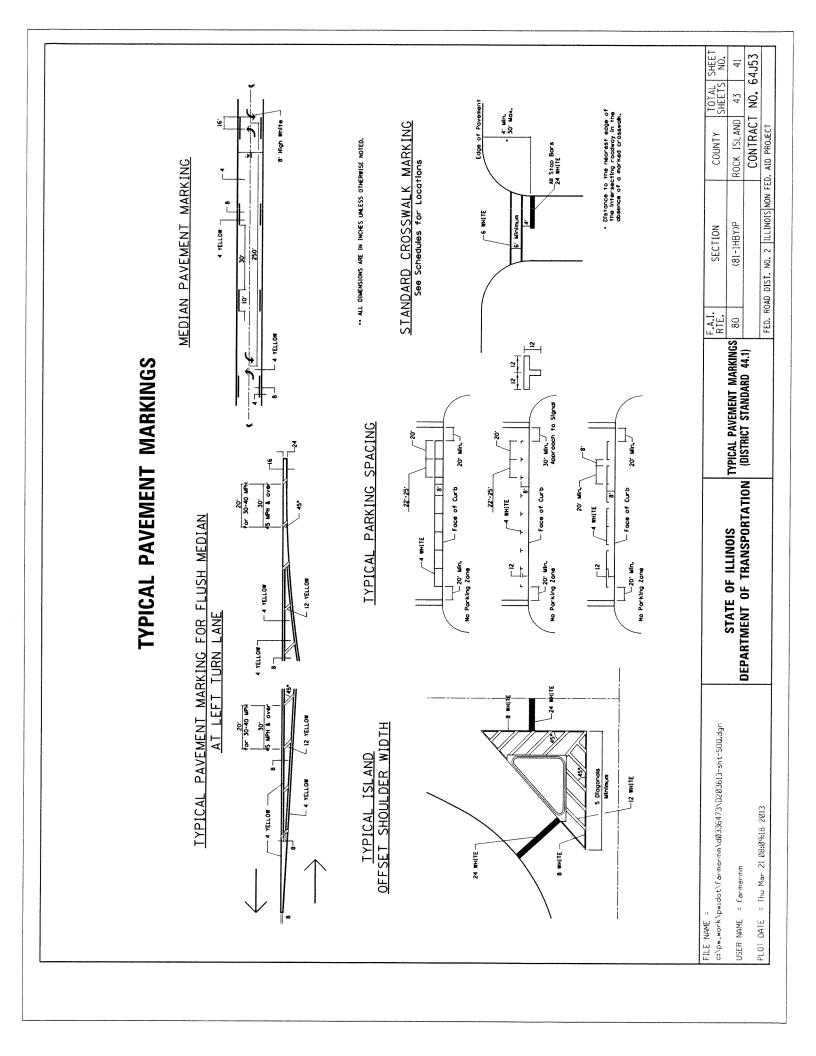


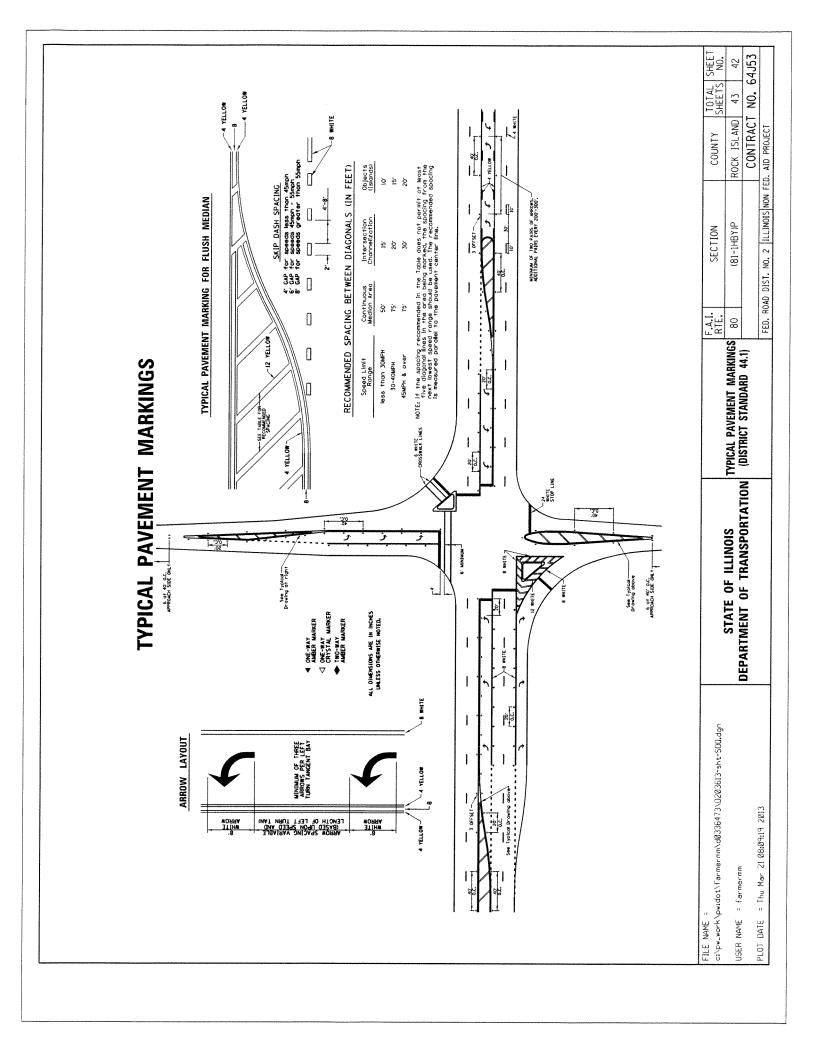












TYPICAL PAVEMENT MARKING FOR TWO LANE SECTION - NO PASSING ZONES WHITE. -EDGE OF PAVEMENT 4" YELLOW **TYPICAL PAVEMENT MARKINGS** ←4" WHITE -4" WHITE **MULTI-LANE / DIVIDED** * SEE HIGHWAY STANDARD 781001 FOR SPACING DETAILS. USE DOUBLE MARKERS WHEN ADT \geq 20,000. 6" WHITE SYMBOLS 3 OFFSET • REDUCE TO 40' O.C. ON CURVES WHERE ADVISORY SPEEDS ARE 10 MPH LOWER THAN POSTED SPEEDS. -4 WHITE ••• CENTERLINE SKIP DASH PAVEMENT MARKING SPEED LIMIT LESS THAN 40 MPH USE 4" LINE SPEED LIMIT 40 MPH AND CHEN USE 6" LINE •• USE DOUBLE MARKERS WHEN ADT 2 20,000 å å e l 4 YELLOW -4 YELLOW-

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MULTI-LANE / UNDIVIDED & ONE WAY

(FOR MULTI-LANE UNDIVIDED HIGHWAYS USE THIS DETAIL NOT HIGHWAY STANDARD 781001)

	STATE OF ILLINOIS	TYPICAL PAVEMENT MARKINGS	0
_	DEPARTMENT OF TRANSPORTATION (DISTRICT STANDARD 44.1)	(DISTRICT STANDARD 44.1)	8
_			

PLOI DATE : Thu Mar 21 08:09:19 2013

USER NAME : farmermm

FILE NAME =

SHEET NO.

CONTRACT NO. 64J53 43

FED. ROAD DIST. NO. 2 ILLINOIS NON FED. AID PROJECT

ROCK ISLAND COUNTY

(81-1HBY)P SECTION

F.A.I. RTE.

ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR FC7? G B8 COUNTY EFFECTIVE MAY 2013

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at http://www.state.il.us/agency/idol/ or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.

Rock Island County Prevailing Wage for May 2013

(See explanation of column headings at bottom of wages)

The de Name		_			-	E 0	007	OGII	TT / T.T	D = == ===	77	Ш
Trade Name				Base	FRMAN M-	_			H/W			Trng
	==											
ASBESTOS ABT-GEN		BLD			24.380 1					7.060		
ASBESTOS ABT-GEN		HWY			26.650 1					7.060		
ASBESTOS ABT-MEC		BLD		20.500	21.500 1	L.5	1.5	2.0	6.250	3.500	0.000	0.000
BOILERMAKER		BLD		35.010	38.010 2	2.0	2.0	2.0	7.070	13.83	0.000	0.300
BRICK MASON		BLD		26.500	28.000 1	L.5	1.5	2.0	8.050	5.430	0.000	0.500
CARPENTER		BLD		26.380	27.700 1	L.5	1.5	2.0	7.960	8.660	0.000	0.600
CARPENTER		HWY		27.640	29.390 1	L.5				11.34		
CEMENT MASON		BLD			27.100 1					8.840		
CEMENT MASON		HWY			26.460 1					9.640		
CERAMIC TILE FNSHER		BLD		18.460	0.000 1					5.510		
ELECTRIC PWR EQMT OP		ALL		29.410	0.000 1					8.230		
ELECTRIC PWR EQWI OF		ALL		24.580	0.000 1					6.890		
ELECTRIC PWR LINEMAN		ALL			40.800 1					10.38		
ELECTRICIAN		BLD			33.520 1					10.82		
ELECTRONIC SYS TECH		BLD			25.500 1					5.260		
ELEVATOR CONSTRUCTOR		BLD			44.300 2					12.71		
GLAZIER		BLD			27.860		1.5	2.0	6.940	6.520	0.000	0.350
HT/FROST INSULATOR		BLD		29.190	30.390 1	L.5	1.5	2.0	5.420	12.05	0.000	0.900
IRON WORKER		ALL		28.000	30.240 1	L.5	1.5	2.0	9.390	10.68	0.000	0.620
LABORER		BLD	1	21.940	22.820 1	L.5	1.5	2.0	6.450	7.060	0.000	0.800
LABORER		BLD	2	23.440	24.380 1	L.5	1.5	2.0	6.450	7.060	0.000	0.800
LABORER		BLD	3	24.090	25.050 1	L.5	1.5	2.0	6.450	7.060	0.000	0.800
LABORER					26.150 1					7.060		
LABORER					26.650 1					7.060		
LABORER					27.280					7.060		
LATHER		BLD			27.700 1					8.660		
MACHINIST		BLD			46.050					8.950		
MARBLE FINISHERS		BLD		18.460	0.000 1					5.510		
		BLD			23.300 1					5.510		
MARBLE MASON	ът											
MILLWRIGHT	N	BLD			37.840 1					13.85		
MILLWRIGHT	S	BLD			28.950 1					12.32		
OPERATING ENGINEER					31.900 1					6.600		
OPERATING ENGINEER					31.900 1					6.600		
OPERATING ENGINEER					31.900 1					6.600		
OPERATING ENGINEER					31.900 1					6.600		
OPERATING ENGINEER					31.900 1					6.600		
OPERATING ENGINEER					31.900 1					6.600		
OPERATING ENGINEER		BLD	7	30.900	31.900 1	L.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		HWY	1	29.900	31.900 1	L.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		HWY	2	28.300	31.900 1	L.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		HWY	3	27.150	31.900 1	L.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		HWY	4	30.150	31.900 1	L.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER		HWY	5	30.650	31.900 1	L.5	1.5	2.0	15.40	6.600	1.500	0.850
OPERATING ENGINEER					31.900 1					6.600		
OPERATING ENGINEER					31.900 1					6.600		
OPERATING ENGINEER					31.900 1					6.600		
PAINTER		ALL			28.320					6.100		
PAINTER OVER 30FT		ALL			29.570					6.100		
PAINTER OVER 30F1 PAINTER PWR EQMT		ALL			28.820 1					6.100		
· -												
PILEDRIVER		BLD			27.700 1					8.660		
PILEDRIVER		HWY			29.390 1					11.34		
PIPEFITTER		ALL			40.210 1					12.15		
PLASTERER		BLD			29.800 1					6.500		
PLUMBER		ALL			40.210 1					12.15		
ROOFER		BLD			26.380 1					5.620		
SHEETMETAL WORKER		BLD			32.070 1					10.54		
SPRINKLER FITTER		BLD		36.390	39.140 1	L.5	1.5	2.0	8.420	8.500	0.000	0.450

STONE MASON	BLD	26.500	28.000	1.5	1.5 2.0	8.050	5.430	0.000	0.500
TERRAZZO FINISHER	BLD	18.460	0.000	1.5	1.5 2.0	8.050	5.510	0.000	0.240
TERRAZZO MASON	BLD	22.800	23.300	1.5	1.5 2.0	8.050	5.510	0.000	0.240
TILE LAYER	BLD	26.380	27.700	1.5	1.5 2.0	7.960	8.660	0.000	0.600
TILE MASON	BLD	22.800	23.300	1.5	1.5 2.0	8.050	5.510	0.000	0.240
TRUCK DRIVER	ALL 1	31.340	0.000	1.5	1.5 2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 2	31.780	0.000	1.5	1.5 2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 3	32.020	0.000	1.5	1.5 2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 4	32.280	0.000	1.5	1.5 2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 5	33.130	0.000	1.5	1.5 2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	0&C 1	25.070	0.000	1.5	1.5 2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	0&C 2	25.420	0.000	1.5	1.5 2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 3	25.620	0.000	1.5	1.5 2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	0&C 4	25.820	0.000	1.5	1.5 2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	0&C 5	26.500	0.000	1.5	1.5 2.0	10.30	5.010	0.000	0.250
TUCKPOINTER	BLD	26.500	28.000	1.5	1.5 2.0	8.050	5.430	0.000	0.500

Legend:

RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

ROCK ISLAND COUNTY

MILLWRIGHT (SOUTH) - South of Interstate 80.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

LABORER - BUILDING

Class 1: General laborer, carpenter tender, tool cribman, salamander tender, flagman, form handler, floor sweeper, material handler, fencing laborer, cleaning lumber, landscaper, unloading explosives, laying of sod, planting/removal of trees, wrecking laborer, unloading of Re-Bars, scaffold worker, signal man on crane.

Class 2: Handling of materials treated with creosote, kettle men, prime mover or motorized unit used for wet concrete or handling of building materials, vibrator operator, motar mixer, power tools used under the jurisdiction of laborers, sand points, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operator, jackhammer and drill operators, paving breakers, air tamping hammerman, concrete saw operator, concrete burning machine operator, coring machine operator - hod carrier and plasterer tender.

Class 3: Caisson worker after 6 foot depth, dynamite man, asbestos

abatement worker, tunnel miners - mixerman (plaster only), pump man.

LABORER - HEAVY & HIGHWAY

Class 1: Rod or chain man, flagman, dumpman, spotter, broom man, landscaper, planting and removal of trees, fencing laborers, dispatcher, ticket writer, scaleman, cleaning of forms or lumber (in bone yard), laying of sod, moving and/or maintenance of flares and barricades.

Class 2: Operation of all hand, electric, air, hydraulic or mechanically powered tools under the jurisdiction of Laborers' including jackhammers, tempers, air spades, augers, concrete saws, chain saws, utility saws, rock drills, vibrators, mortar mixer, power and hand saw (when clearing timber) general laborer (not elsewhere covered), craft-tender, material checker, material handler, form handler, concrete dumper, puddler, form setter helper, explosives handler, dynamite helper, center strip, reinforcing in concrete, wire mesh handler and installer, prime mover or any mechanical device taking the place of concrete buggy or wheelbarrow, sandpoint setter, asphalt kettleman. Sheeting hammer drivers, laying and jointing of telephone conduit, gas distribution men, pipe setter on laterals, drain tiles, culvert pipe, and storm sewer catch basin leads, catch basins, manholes, batch dumpers, tank cleaners, cofferdam workers, bankman on floating plant, jointman with pipelayers. Back-up man (corker, joint maker) with pipe setter on sewer and water mains, batterboard man or laser operator on sewer and water main, labor in ditch, or tunnel, on sewer or water mains and telephone conduit. Cutters, burners, torchman, gravel box man, asphalt plant laborers, concrete plant laborer, deck hand, unloading of steel and rebar, laser beam operator, wrecking laborers.

Class 3: Asphalt raker or luteman, head form setter, head dynamite man (powderman) head string or wireline man (on paving), pipe setter on sewer or water main, gunnite nozzle man, asphalt or concrete curb machine operator, head grade man, head tunnel miner, concrete burning machine operator, coring machine operator, welder.

OPERATING ENGINEERS - BUILDING

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (boom, Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Trenching Machine (40 H.P. and over); Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater-Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump; Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; Off-Road Haul Units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-Propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights 28 ft. and above); Chip Spreader; Straddle Carrier; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-type Tractor Operating Scoop or Scraper or with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type (excluding hose work), and similar equipment; Loader (Track, Rubber Tire, or Articulated);

Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (Self-Propelled); Self-Propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies).

- Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Distributor; Self-propelled Roller (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. cap. or working heights below 28 ft.); Gypsum Pump; Conveyor over 20 H.P.; Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Farm-Type Tractor (without Power Attachment); Grout Pump (excluding hose work).
- Class 3. Skid Loader; Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; Water Pumps; Air Compressor (400 c.f.m. or over); Deck Engineers.
- Class 4. Leadman Mechanic or Equipment Greaser.
- Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).
- Class 6. Track Excavator with Bucket (6 cubic yard and over).
- Class 7. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

OPERATING ENGINEERS- HIGHWAY

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump (excluding truck-mounted); Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; off-road haul units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights above 28 ft.); Chip Spreader; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-Type Tractor Operating Scoop or Scraper with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type, and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (self-propelled); Self-propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies); Trenching Machine (40 H.P. and over).

- Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Farm-Type Tractor without Power attachment; Distributor; Straddle Carrier; Self-propelled Roller or Compactor (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. capacity or working heights below 28 ft.); Conveyor over 20 H.P.; Air Compressor (400 c.f.m. or over); Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Grout Pump (excluding hose work).
- Class 3. Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; skid steer.
- Class 4. Leadman Mechanic or Equipment Greaser.
- Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).
- Class 6. Track Excavator with Bucket (6 cubic yard and over).
- Class 7. Truck mounted Concrete Conveyor or Pumps Extending to 90 ft. or more.
- Class 8. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.
- TRUCK DRIVER BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.
- Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.
- Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.
- Class 4. Low Boy and Oil Distributors.
- Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

 TRUCK DRIVER OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.