## **INSTRUCTIONS**

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

#### **PREQUALIFICATION**

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

#### WHO CAN BID?

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

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

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

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

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

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

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

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

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

Addenda questions may be directed to the Plans and Contracts Office at (217)782-7806 or <a href="mailto:D&Econtracts@dot.il.gov">D&Econtracts@dot.il.gov</a>

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

#### **BID SUBMITTAL GUIDELINES AND CHECKLIST**

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

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

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

#### STANDARD GUIDELINES FOR SUBMITTING BIDS

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

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

☐ Cover page followed by the Pay Items. If you are using special software or CBID to generate your schedule of prices, do not include the blank schedule of prices.
☐ Page 4 (Item 9) – Check "YES" if you will use a subcontractor(s). Include the subcontractor(s) name, address and the dollar amount (if over \$25,000). If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.
☐ <b>After page 4, I</b> nsert your Cost Adjustments for Steel, Bituminous and Fuel (if applicable), and your State Board of Elections certificate of registration.
☐ Page 10 (Paragraph J) – Check "YES" or "NO" whether your company has any business in Iran.
☐ Page 10 (Paragraph K) – List the Union Local Name and number or certified training programs that you have in place. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.
☐ Page 11 (Paragraph L) - Insert a copy of your State Board of Elections certificate of registration after page 4 of the bid proposal. Only include the page that has the date stamp on it. Do not include any other certificates or forms showing that you are an Illinois business.
☐ Page 11 (Paragraph M) – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.
☐ Page 12 (Paragraph C) – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each Form A that is filled out

Copies of the Forms can be used and only need to be changed when the financial inform certification signature and date must be original for each letting. Do not staple the forms	nation changes. The
If you answered "NO" to all of the questions in Paragraph C (page 12), complete the first with your company information and then sign and date the Not Applicable statement on p	
■ Page 18 (Form B) - If you check "YES" to having other current or pending contracts ithe phrase, "See Affidavit of Availability on file".	t is acceptable to use
☐ Page 20 (Workforce Projection) – Be sure to include the Duration of the Project. It the phrase "Per Contract Specifications".	is acceptable to use
☐ <b>Bid Bond</b> – Submit your bid bond using the current Bid Bond Form provided in the properties of Attorney page should be stapled to the Bid Bond. If you are using an elect your bid bond number on the form and attach the Proof of Insurance printed from the Su	tronic bond, include
☐ <b>Disadvantaged Business Utilization Plan and/or Good Faith Effort</b> – The last item be the DBE Utilization Plan (SBE 2026), DBE Participation Statement (SBE 2025) and so If you have documentation for a Good Faith Effort, it should follow the SBE Forms.	
The Bid Letting is now available in streaming Audio/Video from the IDOT Web Site will be placed on the main page of the current letting on the day of the Letting. The streat 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 da link on the main page of the current letting.	y. You will find the
QUESTIONS: pre-letting up to execution of the contract	
Contractor/Subcontractor pre-qualificationSmall Business, Disadvantaged Business Enterprise (DBE)	217-785-4611 217-785-0230
QUESTIONS: following contract execution	
Including Subcontractor documentation, paymentsRailroad Insurance	217-782-3413 217-785-0275

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Proposal Submitted By	
Name	
Address	
City	

# Letting August 3, 2012

## NOTICE TO PROSPECTIVE BIDDERS

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

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL** 

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



Springfield, Illinois 62764

Contract No. 63722 COOK County Section 11-00253-00-LS (Oak Park) Route FAU 2783 (Ridgeland Ave.& Marion St.) Project TE-00D1(861) District 1 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

Prepared by	F
Checked by	Г

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**PROPOSAL** 

#### TO THE DEPARTMENT OF TRANSPORTATION

**District 1 Construction Funds** 

1.	Proposal of
Та	xpayer Identification Number (Mandatory)
	for the improvement identified and advertised for bids in the Invitation for Bids as:
	Contract No. 63722 COOK County Section 11-00253-00-LS (Oak Park) Project TE-00D1(861) Route FAU 2783 (Ridgeland Ave.& Marion St.)

Project consists of architectural enhancements, streetscape and lighting improvements which includes decorative ornamental metal panels and sign panels, replacement of brick pavers with PCC sidewalk, bike rack replacement, decorative lighting posts and fixtures and cleaning and painting the viaducts crossing Ridgeland Avenue and Marion Street in the Village of Oak Park.

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.

- 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.
- **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.
- 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 c	Proposal <u>Guaranty</u>
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000 \$100,000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000 \$150,000
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000 \$250,000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000 \$400,000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000 \$500,000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000\$600,000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000\$700,000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000\$800,000
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000\$900,000
\$1.500.000	to	\$2.000.000	\$75.000	over		\$35.000.000 \$1.000.000

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Section No. \_\_\_

County \_\_\_

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

-3-

		RETURN WITH BID	
combir combir proport	ation, he/sh ation bid sp ion to the bi	<b>DS.</b> The undersigned further agrees that if awarded the contract e will perform the work in accordance with the requirements becified in the schedule below, and that the combination bid disubmitted for the same. If an error is found to exist in the grown a combination, the combination bid shall be corrected as provided.	of each individual proposal comprisir shall be prorated against each sect ss sum bid for one or more of the indi
	comprisi	combination bid is submitted, the schedule below must be only the combination.  Ite bids are submitted for one or more of the sections comp	
	combina	tion bid must be submitted for each alternate.  Schedule of Combination Bids	
ombinati	<u></u>	Scriedule of Combination Blus	Combination Bid
No.	J11	Sections Included in Combination	Dollars Cents
schedu all exte schedu is an e will be The sc provide	le of prices ensions and le are approror in the exmade only for definition of the exmade only for delsewhere	RICES. The undersigned bidder submits herewith, in accordator the items of work for which bids are sought. The unit prices summations have been made. The bidder understands the ximate and are provided for the purpose of obtaining a gross stension of the unit prices, the unit prices shall govern. Payment or actual quantities of work performed and accepted or material antities of work to be done and materials to be furnished may in the contract.	s bid are in U.S. dollars and cents, an at the quantities appearing in the bid um for the comparison of bids. If ther to the contractor awarded the contract als furnished according to the contract oe increased, decreased or omitted a
provide busine:	s that a pe ss in the Sta	rson (other than an individual acting as a sole proprietor) m te of Illinois prior to submitting the bid.	
	rvices of a	subcontractor will or may be used.	
The se			
Ch		Yes □ No □	

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

ECMSOG2 DTGECM03 ECMR003 PAGE RUN DATE - 06/20/12 RUN TIME - 190100 ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63722

STATE JOB #- C-91-475-11 PPS NBR -

PROJECT NUMBER ROUTE FAU 2783	UNIT PRICE TOTAL PRICE DOLLARS CTS	- (I			- II - I - I - I - I - I - I - I - I -	- II - I - I - I - I - I - I - I - I -	-×- 0 !		-X-		- II - I	- II - I - I - I - I - I - I - I - I -	- II - I - I - I - I - I - I - I - I -		- II - I - I - I - I - I - I - I - I -	- " X - O(
CTION NUMBER LS (OAK PARK)	UNIT OF   QUANTITY	EACH 7.00	EACH 2.0	SQ FT 1,036.0	EACH 12.0	EACH 32.0	EACH 25.0	EACH 21.0	EACH 26.0	EACH 11.0	F00T 401.00		шi 1	EACH 2.0	EACH 10.00	
NAME   CODE   DIST   SE(	PAY ITEM DESCRIPTION	E-THUJA OCC SMARAG	PROJECT SIGN	BRICK PAVER REMOVAL	LIGHTING UNIT COMP	VEH CONT BOLLARDS	GATEWAY MON SIGN COMP	SIGN TO BE RELOCATED	ORN METAL PANEL	BIKE RACKS TO BE MOVE	EC C XLP 4C#8 1C#8 GR	EC C XLP 6C#8 1C#8 GR	ILUML 36 IP O 30 RGB	BIKE SHELTER	ART PANEL	ILUMP 7 IP 0 18VW 2:1
COUNTY N	ITEM	2003776	X001532	X001621	X002065	X002202	X005642	X006066	X007788	X008232	X008592	X008593	X008685	X008686	X008687	

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PAGE		
ECMS002 DTGECM03 ECMR003	RUN DATE - 06/20/12	RUN TIME - 190100
ILLINOIS DEPARTMENT OF TRANSPORTATION	SCHEDULE OF PRICES	CONTRACT NUMBER - 63722
	(OAK PARK)	
FAU 2783	11-00253-00-LS	COOK

		CONTRACT NUMBER	- 63722	E - 190100	
I TEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL PRI DOLLARS CENTS DOLLARS	CE CTS
321309	CONCRETE PAD	SQ YD	186.000 X		    
017307	PROTECTIVE SHIELD SP	SQ YD	35.000 X		1 1 1
010216	TRAF CONT & PROT SPL	I SUM	1.000 X	— II —	1
50505	LIGHT CONTROLLER SPL	ы <u>ш</u>	1.000 X		 
03855	BICYCLE RACKS		24.000 X	- 11 - 1	1
013798	CONSTRUCTION LAYOUT		1.000 X		
365	RR PROT LIABILITY INS			1 1	
300	TRAINEES		=	1	
	REM & DISP UNS MATL	no :	65.000 X		1
385	TOPSOIL F & P 24	08	20.000 X	(1 1 1 1 1 1 1	
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100	SUB GRAN MAT B 6	. OS	_	- II - I	 
	PROTECTIVE COAT	1 1	350.000 X		1 1
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4008	DETECTABLE WARNINGS	SQ	40.000 X	- 11	
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ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 06/20/12 RUN TIME - 190100 ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63722 (OAK PARK) FAU 2783 11-00253-00-LS COOK

TTEM		LINIT OF		UNIT PRICE	بر	TOTAL PRICE	
NUMBER	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	DOLLARS	CENTS	DOLLARS	CTS
4000100	PAVEMENT REM	SQ YD	186.000		—	             	1 1 1
4000600	SIDEWALK REM	SQ FT	300.000		—  1 —		1
6701	C & P STRUCT STL L1	WOST	1.000)		— II —  1		1   1
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0266600	VALVE BOX ADJ.	EACH	( 000 )		— II — ! ! !	1 1 1 1 1 1 1 1	1
00100	MOBILIZATION		1.000		           	1 1 1 1 1 1 1	 
0102640	TR CONT & PROT 701801	R SUM	1.000 )		           	                 	 
0400100	ELECT SERV INSTALL	EACH	1.000 )		       		 
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1300220	JUN BX SS AS 6X6X4	EACH	38.000	             	- II - I I I		, , ,
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730140	ELCBL C LEAD 16 1PR	FOOT	320.000	~	- II		
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NOTE: \*\*\* PLEASE TURN PAGE FOR IMPORTANT NOTES \*\*\*

TOTAL

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. . .

EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.

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. 2

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

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

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

#### I. GENERAL

- **A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

#### II. ASSURANCES

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

#### A. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

#### B. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

#### C. Inducements

1. The Illinois Procurement Code provides:

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

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

#### D. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

#### E. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

#### F. Confidentiality

1. The Illinois Procurement Code provides:

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

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

#### G. Insider Information

1. The Illinois Procurement Act provides:

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

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

#### **III. CERTIFICATIONS**

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

#### A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

#### B. Felons

1. The Illinois Procurement Code provides:

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

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

#### C. <u>Debt Delinquency</u>

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

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

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

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

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

#### F. Educational Loan

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

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

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

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

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

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

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

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

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

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.

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

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

Sections 20-160 and 50-37 of the Illinois Procurement Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political 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 Illinois Procurement Code, and that it makes the following certification:

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

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

#### M. Lobbyist Disclosure

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

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

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

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

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

•	·	
	Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection wit contract.	h this
Or	r	
	Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection wi contract:	th the
	d address of person:	

#### IV. DISCLOSURES

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

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

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

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

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

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

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

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

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

#### 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
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.)
EC"	opposes to any of those questions requires the completion of Form A. The hidder must determine each individual in the hidding antity or

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

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

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

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

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

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

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Contractor Name		
Legal Address		
_0ga. / taa. 000		
City State Zin		
City, State, Zip		
- · · · · · ·		
Telephone Number	Email Address	Fax Number (if available)
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Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

#### DISCLOSURE OF FINANCIAL INFORMATION

 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)

INDIVIDUAL	(type or print information)		
NAME:			
ADDRESS			
Type of own	ership/distributable income share	e:	
stock	sole proprietorship	Partnership	other: (explain on separate sheet):
0/ or ¢ volue	of ownership/distributable income s	hare:	

- **2. Disclosure of Potential Conflicts of Interest.** Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.
  - (a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes No \_\_\_

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority?

  Yes No \_\_\_
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 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 Salary exceeds 60% of the annual salary of the Governor, are you e (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 n, partnership, association or
4.	If you are currently appointed to or employed by any agency of the Salary exceeds 60% of the annual salary of the Governor, are you a or minor children entitled to receive (i) more than 15% in aggregate of your firm, partnership, association or corporation, or (ii) an amour salary of the Governor?	nd your spouse of the total distributable income
	employment of spouse, father, mother, son, or daughter, including corprevious 2 years.	
If your	answer 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 appointed agency of the State of Illinois, and his/her annual salary exceeds 60 annual salary of the Governor, provide the name of the spouse and/of the State agency for which he/she is employed and his/her annual	d to or employed by any 0% of the or minor children, the name
3.	If your spouse or any minor children is/are currently appointed to or estate 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 excannual salary of the Governor?	ll salary of the Governor, e income of your
4.	If your spouse or any minor children are currently appointed to or er State of Illinois, and his/her annual salary exceeds 60% of the annual and your spouse or any minor children entitled to receive (i) more that aggregate of the total distributable income from your firm, partnership (ii) an amount in excess of two times the salary of the Governor?	salary of the Governor, are you an 15% in the
(c) Elective	e status; the holding of elective office of the State of Illinois, the govern	
unit of	ocal government authorized by the Constitution of the State of Illinoiscurrently or in the previous 3 years.	
. ,	nship to anyone holding elective office currently or in the previous 2 years daughter.	ears; spouse, father, mother, YesNo
Americ of the S	tive office; the holding of any appointive government office of the State a, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in exceptange of that office currently or in the previous 3 years.	e State of Illinois or the statues
	nship to anyone holding appointive office currently or in the previous 2 daughter.	years; spouse, father, mother, YesNo
(g) Employ	ment, currently or in the previous 3 years, as or by any registered lob	byist of the State government. YesNo

son, or daughter.	yist in the previous 2 years; spouse, father, mother,  YesNo
(i) Compensated employment, currently or in the previous committee registered with the Secretary of State or any action committee registered with either the Secretary of	county clerk of the State of Illinois, or any political
(j) Relationship to anyone; spouse, father, mother, son, or last 2 years by any registered election or re-election con county clerk of the State of Illinois, or any political action State or the Federal Board of Elections.	nmittee registered with the Secretary of State or any
	Yes No
Communication Disclosure.	
Disclose the name and address of each lobbyist and other Section 2 of this form, who is has communicated, is comm employee concerning the bid or offer. This disclosure is a for accuracy throughout the process and throughout the te on the line below:	unicating, or may communicate with any State officer or continuing obligation and must be promptly supplement
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.

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

Signature of Authorized Representative

Date

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Financial Related Information Disclosure

Contractor Name		
egal Address		
City, State, Zip		
elephone Number	Email Address	Fax Number (if available)
sclosure of the information contained in this t (30 ILCS 500). This information shall be completed for bids in excess of \$25,000, a	come part of the publicly available o	
DISCLOSURE OF OTHER O	ONTRACTS AND PROCUREMEN	IT RELATED INFORMATION
"No" is checked, the bidder only needs t	), bids, proposals, or other ongoing _ No o complete the signature box on the	procurement relationship with e bottom of this page.
If "Yes" is checked. Identify each such formation such as bid or project number (a ISTRUCTIONS:		
THE FOLI	LOWING STATEMENT MUST BE	CHECKED
L	Signature of Authorized Representative	
		•••
	OWNERSHIP CERTIFICATION	<u>ON</u>
Please certify that the following statem 100% of ownership.	nent is true if the individuals for all	submitted Form A disclosures do not to
Any remaining ownership into	erest is held by individuals receivent outive income or holding less than a	ing less than \$106,447.20 of the bidd
☐ Yes ☐ No ☐ N/A (F	Form A disclosure(s) established 10	00% ownership)

#### **SPECIAL NOTICE TO CONTRACTORS**

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

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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



**TRAINEES** 

Contract No. 63722 COOK County Section 11-00253-00-LS (Oak Park) Project TE-00D1(861) Route FAU 2783 (Ridgeland Ave.& Marion St.) District 1 Construction Funds

PART I. IDENTIFIC	CATION																
Dept. Human Right	ts #						_ Du	ration (	of Proj	ect: _							
Name of Bidder: _																	
PART II. WORKF A. The undersigned which this contract we projection including a	d bidder hork is to be	as analyz e perform	ed mir ed, an	d for the	ne locat	ions fro	m whic	h the b	idder re	cruits	employ	ees, and hei	eby subr	nits the fol	lowir con	ng workfo	
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	act						CURRENT		IPLOYEE	S
				MIN	ORITY	EMPLO	YEES			TRA	AINEES	;				RACT	
JOB CATEGORIES	EMPL	TAL OYEES		ACK	HISP		MIN	HER IOR.	APPI TIC	ES	TRA	HE JOB VINEES	EMP	OTAL LOYEES		MINC EMPLO	DYEES
OFFICIALS (MANAGERS)	M	F	M	F	M	F	M	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																	
	TAI TOTAL Tr	BLE C	niectio	n for C	ontract				7			FOR I	DEPARTI	MENT USE	O P	ILY	
EMPLOYEES IN	TC	TAL OYEES		ACK		PANIC		THER NOR.	1								
TRAINING	М	F	М	F	М	F	М	F	]								
APPRENTICES																	
ON THE JOB	1 -	1	1	1	1	1		1									

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. 63722 COOK County Section 11-00253-00-LS (Oak Park) Project TE-00D1(861) Route FAU 2783 (Ridgeland Ave.& Marion St.) District 1 Construction Funds

#### PART II. WORKFORCE PROJECTION - continued

B.	Included in "Total Employees" under Table A is the total number of <b>new hires</b> that would be employed in the event the undersigned bidder is awarded this contract.			
	The u	undersigned bidder projects that: (number)		new hires would be
	recruit	uited from the area in which the contract project is located new hires would be re-	; and/or (number)	
	office	e or base of operation is located.		
C.		ded in "Total Employees" under Table A is a projection of ersigned bidder as well as a projection of numbers of pers		
	be dire	undersigned bidder estimates that (number) rectly employed by the prime contractor and that (number loyed by subcontractors.	r)	persons will be
PART I	II. AFF	FIRMATIVE ACTION PLAN		
A.	in any comm (geare utilizat	undersigned bidder understands and agrees that in the exation projection included under <b>PART II</b> is determined to by job category, and in the event that the undersigned bidd mencement of work, develop and submit a written Affirmated to the completion stages of the contract) whereby defeation are corrected. Such Affirmative Action Plan will be sometiment of Human Rights.	be an underutilization of der is awarded this cor utive Action Plan includ iciencies in minority an	of minority persons or women of minority persons or women of tract, he/she will, prior to ling a specific timetable and/or female employee
B.	submi	undersigned bidder understands and agrees that the mind nitted herein, and the goals and timetable included under part of the contract specifications.		
Compa	any		Telephone Number _	
Addre	 SS			
		NOTICE REGARDING SIG	NATURE	
		s signature on the Proposal Signature Sheet will constitute the sted only if revisions are required.	signing of this form. The	e following signature block needs
Signat	ure: 🗌	]	ə:	Date:
Instructi	ons:	All tables must include subcontractor personnel in addition to prime of	contractor personnel.	
Table A	-	Include both the number of employees that would be hired to perf (Table B) that will be allocated to contract work, and include all app should include all employees including all minorities, apprentices and	rentices and on-the-job train	nees. The "Total Employees" column
Table B	-	Include all employees currently employed that will be allocated to the currently employed.	e contract work including an	y apprentices and on-the-job trainees
Table C	-	Indicate the racial breakdown of the total apprentices and on-the-job	trainees shown in Table A.	
				DO 1070 (D 10/11/07)

## **ADDITIONAL FEDERAL REQUIREMENTS**

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

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:</u>

1.	Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES NO
2.	If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES NO

Contract No. 63722 COOK County Section 11-00253-00-LS (Oak Park) Project TE-00D1(861) Route FAU 2783 (Ridgeland Ave.& Marion St.) District 1 Construction Funds

#### PROPOSAL SIGNATURE SHEET

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

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



### **Return with Bid**

# Division of Highways Proposal Bid Bond

(Effective November 1, 1992)

			item No.
			Letting Date
KNOW ALL MEN BY THESE PRESE	NTS. That We		
as PRINCIPAL, and			
			as CURETY and
specified in the bid proposal under "F	Proposal Guaranty" in effe	ect on the date of the Inv	as SURETY, are sum of 5 percent of the total bid price, or for the amoun vitation for Bids, whichever is the lesser sum, well and trul lives, our heirs, executors, administrators, successors and
	h the Department of Tra		the PRINCIPAL has submitted a bid proposal to the provement designated by the Transportation Bulletin Item
and as specified in the bidding and cafter award by the Department, the including evidence of the required in performance of such contract and for failure of the PRINCIPAL to make the to the Department the difference not	contract documents, submer PRINCIPAL shall enter in insurance coverages and or the prompt payment of required DBE submission to exceed the penalty he with another party to per-	nit a DBE Utilization Plan to a contract in accorda providing such bond as f labor and material furn n or to enter into such co preof between the amour	NCIPAL; and if the PRINCIPAL shall, within the time in that is accepted and approved by the Department; and it ance with the terms of the bidding and contract document is specified with good and sufficient surety for the faithful hished in the prosecution thereof; or if, in the event of the particular and to give the specified bond, the PRINCIPAL payint specified in the bid proposal and such larger amount for by said bid proposal, then this obligation shall be null and
paragraph, then Surety shall pay the	penal sum to the Departm he Department may bring	nent within fifteen (15) da g an action to collect the	with any requirement as set forth in the preceding ays of written demand therefor. If Surety does not make fu amount owed. Surety is liable to the Department for all it n whole or in part.
		·	aused this instrument to be signed by
their respective officers this	day of		A.D., .
PRINCIPAL	·	SURET	<u> </u>
(Company Na	me)	<u> </u>	(Company Name)
` ' '	ne)	By:	(company Name)
By(Signature	e & Title)	Бу.	(Signature of Attorney-in-Fact)
_	Notary Ceri	tification for Principal an	d Surety
STATE OF ILLINOIS, County of	riolary cere	ancation for Timesparan	a burely
I,		. a Notarv P	Public in and for said County, do hereby certify that
· -	-	and	, , , , , , , , , , , , , , , , , , ,
	Insert names of individual		RINCIPAL & SURETY)
who are each personally known to m	e to be the same persons his day in person and ack	s whose names are subs	scribed to the foregoing instrument on behalf of PRINCIPAl that they signed and delivered said instrument as their free
Given under my hand and nota	rial seal this	day of	A.D
My commission expires			
<u> </u>			Notary Public
	ignature and Title line be	low, the Principal is ens	file an Electronic Bid Bond. By signing the proposal and suring the identified electronic bid bond has been executed ons of the bid bond as shown above.
Electronic Rid Rond ID#	Company / Dista	ar Nama	Signature and Title
Electronic Bid Bond ID#	Company / Bidde	ii inaille	Signature and Title





#### (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		
Section		Contract DBE Goal		
Project			(Percent)	(Dollar Amount)
County				
Letting [	Date			
Contrac	t No.			
Letting I	tem No.			
(4) Ass	surance			
project r	Meets or exceeds contract award goals and has provided door Disadvantaged Business Participation percent  Attached are the signed participation statements, forms SBE use of each business participating in this plan and assuring th work of the contract.  Failed to meet contract award goals and has included good fa 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 attacher required by the Special Provision evidencing availability and useful function in the wo	2025, required by the Specat each business will perform the effort documentation to a stracked is all information and are the signed participates of each business participates of the contract.	ial Provision evide m a commercially meet the goals and required by the Sption statements, for pating in this plant	d that my company has becial Provision in rms SBE 2025, and assuring that each
By	Company	The "as read" Low Bidder is re		·
		Submit only one utilization pla submitted in accordance with		ullization plan shall be
Title	<del></del>	Bureau of Small Business Ent		cal Let Projects

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

	of Transportation	D	BE Participatio	n Statement		
Subcontract	tor Registration	Letting				
Participation	on Statement	It	em No.			
(1) Instruct	ions	C	Contract			
be submitte additional s	nust be completed for each disadvantaged business pard d in accordance with the special provision and will be a pace is needed complete an additional form for the firm	ttached to the Ut				
(2) Work		1				
Pay Item No.	Description	Quantity	Unit Price	Total		
<u> </u>	1	1	Total			
(3) Partial Payment Items For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:  (4) Commitment The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.  Signature for Prime Contractor  Signature for DBE Firm						
Titlo	Ti+l.	2				
	Dat					
Dhana	Contact Contact Person					
Phone						
_		dressy/State/Zip				
Oity/Otate/2	Oil)	<u></u>				

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.

SBE 2025 (Rev. 11/03/09)

# 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. 63722 COOK County Section 11-00253-00-LS (Oak Park) Project TE-00D1(861) Route FAU 2783 (Ridgeland Ave.& Marion St.) District 1 Construction Funds



#### SUBCONTRACTOR DOCUMENTATION

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

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

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

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

#### B. Felons

1. The Illinois Procurement Code provides:

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

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

#### C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

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

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

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

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

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	

#### SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

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

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

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

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

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

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

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

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

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

to more than one question.)

#### 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 per person per subcontract even if a specific individual would require a yes answer

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

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

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

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

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

## ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

#### DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL	(type or print information)		
NAME:			
ADDRESS			
Type of own	ership/distributable income share	:	
stock	sole proprietorship	Partnership	other: (explain on separate sheet):
% or \$ value	of ownership/distributable income sh	nare:	
			indicate which, if any, of the following

- potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.
- (a) State employment, currently or in the previous 3 years, including contractual employment of services.

  Yes \_\_\_No \_\_

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

- 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. \_\_\_\_\_\_

-c-

	3.	If you are currently appointed to or employed by any agency of the Si salary exceeds 60% of the annual salary of the Governor, are you en (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	titled to receive partnership, association or
	4.	If you are currently appointed to or employed by any agency of the Si salary exceeds 60% of the annual salary of the Governor, are you an or minor children entitled to receive (i) more than 15 % in the aggreincome of your firm, partnership, association or corporation, or (ii) are 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.	10310
	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
		Is your spouse or any minor children currently appointed to or employ 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 are you entitled to receive (i) more than 71/2% of the total distributab firm, partnership, association or corporation, or (ii) an amount in annual salary of the Governor?	I salary of the Governor, le income of your
	4.	If your spouse or any minor children are currently appointed to or er State 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 salary of the Governor?	salary of the Governor, ore than 15 % in the association or corporation, or
<u></u>	□la ati	a status, the health as of elective office of the Otate of Illinois the manner	YesNo
(C)	unit of	re status; the holding of elective office of the State of Illinois, the gover local 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 y daughter.	rears; spouse, father, mother, YesNo
(e)	Americ of the	ntive office; the holding of any appointive government office of the States, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in exceptage of that office currently or in the previous 3 years.	ne State of Illinois or the statutes
		nship to anyone holding appointive office currently or in the previous 2 daughter.	2 years; spouse, father, mother, YesNo
(g)	Emplo	yment, currently or in the previous 3 years, as or by any registered lob	obyist of the State government. YesNo

	Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.  YesNo
. ,	Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.  Yes No
	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
Dis Se	mmunication Disclosure.  sclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in ction 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or
sup	ployee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly oplemented for accuracy throughout the process and throughout the term of the contract. If no person is intified, enter "None" on the line below:
	Name 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)	
Disclosure of the information contained in ILCS 500). This information shall become subcontracts with a total value of \$25,00 Procurement Code, and for all open-ended DISCLOSURE OF OTHER CONTRA	part of the publicly available contra 0 or more, from subcontractors contracts.	act file. This Form B must be completed identified in Section 20-120 of the	ted for Illinois
1. Identifying Other Contracts & Procure any pending contracts, subcontracts, includ any other State of Illinois agency: Ye If "No" is checked, the subcontractor only	ing leases, bids, proposals, or othe s No	r ongoing procurement relationship wi	
2. If "Yes" is checked. Identify each such information such as bid or project number (a INSTRUCTIONS:			ive
THE FOLLO	WING STATEMENT MUST BE CH	ECKED	
	Signature of Authorized Officer	Date	
	OWNERSHIP CERTIFICATION		
Please certify that the following statement is of ownership	s true if the individuals for all submi	tted Form A disclosures do not total 10	00%
Any remaining ownership interest is parent entity's distributive income o		han \$106,447.20 of the bidding entity interest.	's or
☐ Yes ☐ No ☐ N/A (Form	A disclosure(s) established 100% of	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., August 3, 2012. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. **DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 63722 COOK County Section 11-00253-00-LS (Oak Park) Project TE-00D1(861) Route FAU 2783 (Ridgeland Ave.& Marion St.) District 1 Construction Funds

Project consists of architectural enhancements, streetscape and lighting improvements which includes decorative ornamental metal panels and sign panels, replacement of brick pavers with PCC sidewalk, bike rack replacement, decorative lighting posts and fixtures and cleaning and painting the viaducts crossing Ridgeland Avenue and Marion Street in the Village of Oak Park.

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

By Order of the Illinois Department of Transportation

Ann L. Schneider, Secretary

#### **CONTRACT 63722**

## INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2012

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

#### SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec. Page No.

No Supplemental Specifications this year.

### CHECK SHEET RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2012

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

II IOIG	<b>10</b> 4	RECURRING SPECIAL PROVISIONS	
CHE	CK S	<u>SHEET #</u>	PAGE NO
1	Χ	Additional State Requirements For Federal-Aid Construction Contracts	
		(Eff. 2-1-69) (Rev. 1-1-10)	1
2	Χ	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	4
3	Χ	EEO (Eff. 7-21-78) (Rev. 11-18-80)	5
4		Specific Equal Employment Opportunity Responsibilities	
		Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	15
5		Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-12)	20
6		Asbestos Bearing Pad Removal (Eff. 11-1-03)	25
7		Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt	
		Surface Removal (Eff. 6-1-89) (Rev. 1-1-09)	26
8		Haul Road Stream Crossings, Other Temporary Stream Crossings, and	
		In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	27
9		Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	28
10	Χ	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	
11		Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	34
12		Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	
13		Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09)	40
14		Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	42
15		PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	43
16		Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	45
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20		Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12)	50
21		Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	54
22		Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	56
23		Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	58
24	Χ	Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	60
25		Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	
26		English Substitution of Metric Bolts (Eff. 7-1-96)	62
27		English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	63
28		Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)	64
29		Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev.1-1-12)	65
30		Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-11)	68
31		Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-11)	76

### CHECK SHEET LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2012

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

#### LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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LRS 3	Work Zone Traffic Control Surveillance (Eff. 1-1-99) (Rev. 1-1-10)	91
LRS 4	☐ Flaggers in Work Zones (Eff. 1-1-99) (Rev 1-1-07)	92
LRS 5	Contract Claims (Eff. 1-1-02) (Rev. 1-1-07)	93
LRS 6	☐ Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02) (Rev. 1-1-12)	94
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LR 107-2 LR 107-4	59		Railroad Protective Liability Insurance for Local Lettings Insurance	Mar. 1, 2005 Feb. 1, 2007	Jan. 1, 2006 Aug. 1, 2007
LR 107-7 LR 108			Wages of Employees on Public Works Combination Bids	Jan. 1, 1999 Jan. 1, 1994	Jan. 1, 2012 Mar. 1, 2005
LR 109 LR 212			Equipment Rental Rates Shaping Roadway	Jan. 1, 2012 Aug. 1, 1969	Jan. 1, 2002
LR 355-1 LR 355-2			Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix Bituminous Stabilized Base Course, Plant Mix	Oct. 1, 1973 Feb. 20, 1963	Jan. 1, 2007 Jan. 1, 2007
LR 400-1			Bituminous Treated Earth Surface	Jan. 1, 2007	Apr. 1, 2012
LR 400-2 LR 400-3			Bituminous Surface Plant Mix (Class B) Hot In-Place Recycling (HIR) – Surface Recycling	Jan. 1, 2008 Jan. 1, 2012	
LR 400-4 LR 400-5			Full-Depth Reclamation (FDR) with Emulsified Asphalt Cold In-Place Recycling (CIR) With Emulsified Asphalt	June 1, 2012 June 1, 2012	
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LR 503-1 LR 503-2			Furnishing Class SI Concrete Furnishing Class SI Concrete (Short Load)	Oct. 1, 1973 Jan. 1, 1989	Jan. 1, 2002 Jan. 1, 2002
LR 542 LR 663			Pipe Culverts, Type (Furnished) Calcium Chloride Applied	Sep. 1, 1964 Jun. 1, 1958	Jan. 1, 2007 Jan. 1, 2007
LR 702 LR 1000-1		Ħ	Construction and Maintenance Signs Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with	Jan. 1, 2004 June 1, 2012	Jun. 1, 2007
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LR 1102			Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

## BDE SPECIAL PROVISIONS For the August 3 and September 21, 2012 Lettings

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

Fil	e Name	<u>Pg #</u>		Special Provision Title	Effective	Revised
	80240			Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
	80275			Agreement to Plan Quantity	Jan. 1, 2012	
*	80274	60	Х	Aggregate Subgrade Improvement	April 1, 2012	Aug 1, 2012
	80192			Automated Flagger Assistance Device	Jan. 1, 2008	
	80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Jan. 1, 2012
	80241			Bridge Demolition Debris	July 1, 2009	
*	80276			Bridge Relief Joint Sealer (NOTE: This special provision was	Jan. 1, 2012	Aug 1, 2012
				previously named "Concrete Joint Sealer")		
	50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5053I			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
	80291			Calcium Chloride Accelerator for Class PP-2 Concrete	April 1, 2012	
	80292			Coarse Aggregate in Bridge Approach Slabs/Footings	April 1, 2012	
	80198			Completion Date (via calendar days)	April 1, 2008	
	80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80293			Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	
	80294			Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill	April 1, 2012	
				and Skews > 30 Degrees with Design Fills > 5 feet		
	80277			Concrete Mix Design - Department Provided	Jan 1, 2012	
	80261	61	X	Construction Air Quality – Diesel Retrofit	June 1, 2010	
	80237	64	Х	Construction Air Quality – Diesel Vehicle Emissions Control	April 1, 2009	Jan. 2, 2012
	80239	66	Х	Construction Air Quality – Idling Restrictions	April 1, 2009	
	80177			Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
	80029	68	Χ	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Aug. 2, 2011
	80272			Drainage and Inlet Protection Under Traffic	April 1, 2011	Jan. 1, 2012
*	80296	78	Х	Errata for the 2012 Standard Specifications	April 1, 2012	Aug 1, 2012
	80228			Flagger at Side Roads and Entrances	April 1, 2009	
	80265			Friction Aggregate	Jan. 1, 2011	
	80229			Fuel Cost Adjustment	April 1, 2009	July 1, 2009
	80169			High Tension Cable Median Barrier	Jan. 1, 2007	April 1, 2009
	80246			Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
	80109			Impact Attenuators	Nov. 1, 2003	Jan. 1, 2012
	80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2012
	80045			Material Transfer Device	June 15, 1999	Jan. 1, 2009
	80203	79	X	Metal Hardware Cast into Concrete	April 1, 2008	Jan. 1, 2012
	80297			Modified Urethane Pavement Marking	April 1, 2012	
	80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
	80253			Movable Traffic Barrier	Jan. 1, 2010	Jan. 1, 2012
	80231			Pavement Marking Removal	April 1, 2009	
	80298			Pavement Marking Tape Type IV	April 1, 2012	
	80254			Pavement Patching	Jan. 1, 2010	
	80022	80	Х	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
	80290			Payrolls and Payroll Records	Jan. 2, 2012	
*	80278	82	X	Planting Woody Plants	Jan. 1, 2012	Aug 1, 2012
	80279	84	Χ	Portland Cement Concrete	Jan. 1, 2012	
	80299			Portland Cement Concrete Inlay or Overlay	April 1, 2012	
	80280	124	Χ	Portland Cement Concrete Sidewalk	Jan. 1, 2012	
	80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
	80218			Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	April 1, 2012
	80219			Preventive Maintenance – Cape Seal	Jan. 1, 2009	April 1, 2012
			-	_		

File Name	<u>Pg#</u>		Special Provision Title	<b>Effective</b>	Revised
80220			Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	April 1, 2012
80221			Preventive Maintenance – Slurry Seal	Jan. 1, 2009	April 1, 2012
80281	125	Χ	Quality Control/Quality Assurance of Concrete Mixtures	Jan. 1, 2012	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	138	Х	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80172			Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Aug 1, 2012
80282			Reclaimed Asphalt Shingles (RAS)	Jan. 1, 2012	
80283			Removal and Disposal of Regulated Substances	Jan. 1, 2012	
80224			Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	Jan. 1, 2012
80271			Safety Edge	April 1, 2011	
80152			Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	April 1, 2012
80132			Self-Consolidating Concrete for Precast and Precast Prestressed Products	July 1, 2004	April 1, 2012
80284			Shoulder Rumble Strips	Jan. 1, 2012	
80285	140	Χ	Sidewalk, Corner or Crosswalk Closure	Jan. 1, 2012	
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2009
80255			Stone Matrix Asphalt	Jan. 1, 2010	Jan. 1, 2012
80143	141	Χ	Subcontractor Mobilization Payments	April 2, 2005	April 1, 2011
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80286	142	Χ	Temporary Erosion and Sediment Control	Jan. 1, 2012	
80225			Temporary Raised Pavement Marker	Jan. 1, 2009	
80256			Temporary Water Filled Barrier	Jan. 1, 2010	Jan. 1, 2012
* 80301	143	X	Tracking the Use of Pesticides	Aug 1, 2012	
80287			Type G Inlet Box	Jan. 1, 2012	
80273		Х	Traffic Control Deficiency Deduction	Aug. 1, 2011	
20338		Х	Training Special Provisions	Oct. 15, 1975	
80270			Utility Coordination and Conflicts	April 1, 2011	Jan. 1, 2012
80288			Warm Mix Asphalt	Jan. 1, 2012	
* 80302		X	Weekly DBE Trucking Reports	June 1, 2012	
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	149	X	Working Days	Jan. 1, 2002	

The following special provisions are either in the 2012 Standard Specification, the 2012 Recurring Special Provisions, or the special provision Portland Cement Concrete:

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

File Name	Special Provision Title	New Location	<b>Effective</b>	Revised
80245	Hot-Mix Asphalt - Anti-Stripping Additive	Article 1030.04	Nov.1, 2009	
80250	Hot-Mix Asphalt - Drop-Offs	Article 701.07	Jan. 1, 2010	
80259	Hot-Mix Asphalt - Fine Aggregate	Articles 1003.01 and 1003.03	April 1, 2010	
80252	Improved Subgrade	Articles 302.04, 302.07 302.08, 302.10, 302.11 310.04, 310.08, 310.10 310.11 and 311.05	Jan. 1, 2010	
80266	Lane Closure, Multilane, Intermittent or Moving Operation, for Speeds < 40 MPH	Article 701.19	Jan.1, 2011	Jan. 2, 2011
80230	Liquidated Damages	Article 108.09	April 1, 2009	April 1, 2011
80267	Long-Span Guardrail over Culvert	Articles 630.07 and 630.08	Jan. 1, 2011	
80262	Mulch and Erosion Control Blankets	Articles 251.03, 251.04,	Nov. 1, 2010	April 1, 2011
80180	National Pollutant Discharge Elimination Cystem /	251.06, 251.07 and 1081.06	April 1 2007	Nov. 1, 2000
80180	National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction	Article 105.03	April 1, 2007	Nov. 1, 2009
80208	Nighttime Work Zone Lighting	Section 702	Nov.,1, 2008	
80232	Pipe Culverts	Article 542.03, 542.04, 542.11 and 1040.04	April 1, 2009	April 1, 2010
80263	Planting Perennial Plants	Section 254 and Article 1081.02	Jan. 1, 2011	
80210	Portland Cement Concrete Inlay or Overlay	Recurring CS #29	Nov. 1, 2008	
80217	Post Clips for Extruded Aluminum Signs	Article 1090.03	Jan. 1, 2009	
80268	Post Mounting of Signs	Article 701.14	Jan. 1, 2011	
80171	Precast Handling Holes	Articles 540.02, 540.06, 542.02, 542.04, 550.02, 550.06, 602.02, 602.07 and 1042.16	Jan. 1, 2007	
80015	Public Convenience and Safety	Article 107.09	Jan. 1, 2000	
80247	Raised Reflective Pavement Markers	Article 781.03	Nov. 1, 2009	April 1, 2010
80131	Seeding	Articles 250.07 and 1081.04	July 1, 2004	July 1, 2010
80264	Selection of Labor	Recurring CS #5	July 2, 2010	•
80234	Storm Sewers	Article 550.02, 550.03, 550.06, 550.07, 550.08 and 1040.04	April 1, 2009	April 1, 2010
80087	Temporary Erosion Control	Articles 280.02, 280.03 280.04, 280.07, 280.08 and 1081.15	Nov.1, 2002	Jan. 1, 2011
80257	Traffic Barrier Terminal, Type 6	Article 631.07	Jan. 1, 2010	
80269	Traffic Control Surveillance	Article 701.10	Jan. 1, 2011	
80258	Truck Mounted/Trailer Mounted Attenuators	Articles 701.03, 701.15 and 1106.02	Jan. 1, 2010	

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

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

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

#### GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: August 3, 2012 Letting

<u>Pg</u> #		File Name	<u>Title</u>	<u>Effective</u>	Revised
		GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	Oct. 15, 2011
			Permanent Steel Sheet Piling	Dec 15, 1993	Jan 1, 2007
		GBSP 12	· ·		Jan 1, 2007
		<u> </u>		June 10, 1994 Oct 13, 1988	Oct. 15, 2011
		GBSP 14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
		GBSP 15	Three Sided Precast Concrete Structure	July 12, 1994	Oct. 15, 2011
		GBSP 16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007
		GBSP 17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
		GBSP 18	Modular Expansion Joint	May 19, 1994	Jan 1, 2007
		GBSP 21	Cleaning and Painting Contact Surface Areas of Existing Steel	June 30, 2003	May 18, 2011
			Structures		
150	Χ		Cleaning and Painting Existing Steel Structures	Oct 2, 2001	April 19, 2012
		GBSP 26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	April 30, 2010
		GBSP 28	Deck Slab Repair	May 15, 1995	Oct. 15, 2011
		GBSP 29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	Jan 18, 2011
		GBSP 30	Bridge Deck Latex Concrete Overlay	May 15, 1995	Jan 18, 2011
		GBSP 31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	Jan 18, 2011
		GBSP 32	Temporary Sheet Piling	Sept 2, 1994	Jan 31, 2012
		GBSP 33	Pedestrian Truss Superstructure	Jan 13, 1998	April 19, 2012
		GBSP 34	Concrete Wearing Surface	June 23, 1994	Jan 31, 2012
		GBSP 35	Silicone Bridge Joint Sealer	Aug 1, 1995	Oct 15, 2011
		GBSP 38	Mechanically Stabilized Earth Retaining Walls	Feb 3, 1999	April 19, 2012
		GBSP 42	Drilled Soldier Pile Retaining Wall	Sept 20, 2001	Oct 15, 2011
		GBSP 43	Driven Soldier Pile Retaining Wall	Nov 13, 2002	Oct 15, 2011
		GBSP 44	Temporary Soil Retention System	Dec 30, 2002	May 11, 2009
	GBSP 45 Bridge Deck Thin Polymer Overlay		May 7, 1997	Jan 1, 2007	
		GBSP 46	Geotextile Retaining Walls	Sept 19, 2003	Oct 9, 2009
		GBSP 47	High Performance Concrete Structures	Aug 5, 2002	Jan 1, 2007
		GBSP 51	Pipe Underdrain for Structures	May 17, 2000	Jan 22, 2010
		GBSP 52	Porous Granular Embankment (Special)	Sept 28, 2005	Nov 14, 2008
		GBSP 53	Structural Repair of Concrete	Mar 15, 2006	Oct 15, 2011
		GBSP 55	Erection of Curved Steel Structures	June 1, 2007	
		GBSP 56	Setting Piles in Rock	Nov 14, 1996	April 19, 2012
		GBSP 57	Temporary Mechanically Stabilized Earth Retaining Walls	Jan 6, 2003	Jan 31, 2012
		GBSP 59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	July 9, 2008
		GBSP 60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Mar 6, 2009
		GBSP 61	Slipform Parapet	June 1, 2007	Oct. 15, 2011
		GBSP 62	Concrete Deck Beams	June 13, 2008	Oct 9, 2009
		GBSP 64	Segmental Concrete Block Wall	Jan 7, 1999	Oct 4, 2010
		GBSP 65	Precast Modular Retaining Walls	Mar 19, 2001	Oct 15, 2011
		GBSP 66	Wave Equation Analysis of Piles	Nov 14, 2008	
		GBSP 67	Structural Assessment Reports for Contractor's Means and Methods	Mar 6, 2009	
		GBSP 70	Braced Excavation	Aug 9, 1995	May 18, 2011
		GBSP 71	Aggregate Column Ground Improvement	Jan 15, 2009	Oct 15, 2011

GBSP 72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	Oct. 15, 2011
GBSP 73	Cofferdams	Oct. 15, 2011	
GBSP 74	Permanent Steel Sheet Piling (LRFD)	Jan. 31, 2012	
GBSP 75	Bond Breaker for Prestressed Concrete Bulb-T Beams	April 19, 2012	
GBSP 76	Granular Backfill for Structures	April 19, 2012	
GBSP 77	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls	April 19, 2012	
	And Culverts		

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW	

## The following Guide Bridge Special Provisions have been incorporated into the 2012 Standard Specifications:

File	Title	Std Spec
Name		Location
GBSP22	Cleaning and Painting New Metal Structures	506
GBSP36	Surface Preparation and Painting Req. for Weathering Steel	506
GBSP50	Removal of Existing Non-composite Bridge Decks	501
GBSP58	Mechanical Splicers	508
GBSP63	Demolition Plans for Removal of Existing Structures	501
GBSP68	Piling	512
GBSP69	Freeze-Thaw Aggregates for Concrete Superstructures Poured on Grade	1004

The following Guide Bridge Special Provisions have been discontinued or have been superseded:

The following Calde Bridge Openal i Tevisions have been associatinged of have been superseded:				
File	Title	Disposition:		
Name				
GBSP37	Underwater Structure Excavation Protection	Replaced by GBSP73		

#### 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," 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 enhancement of the existing Ridgeland and Marion viaducts that carry the Union Pacific Railroad tracks over Marion and Ridgeland Avenue, Contract 63722, Section 11-00253-00-LS, Project No. TE-00D1(861), Job No. C-91-475-11, respectively, in Cook County; 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 first location of the project is at the viaduct crossing Ridgeland Avenue between South Boulevard and North Boulevard. The second location is at the viaduct crossing Marion Avenue between South Boulevard and North Boulevard in Oak Park, Cook County. The Gross and Net Length are both 348.88 feet (.067 miles).

#### **DESCRIPTION OF PROJECT**

The work consists of architectural enhancements, streetscape, and lighting improvements to enhance the overall façade of the viaducts. Architectural enhancements include installation of decorative ornamental metal panels and sign panels. Streetscape improvements include replacement of brick pavers with PCC sidewalks. Existing bike racks will be replaced with new bike racks and a bike shelter.

Energy-efficient decorative lighting posts and fixtures will be added beneath the viaduct to increase lighting and enhance safety.

#### **MAINTENANCE OF ROADWAYS**

Effective: September 30, 1985

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

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

#### STATUS OF UTILITIES TO BE ADJUSTED

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

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

Name of Utility	Туре	Location	Estimated Dates for Start and Completion of Relocation or Adjustments
ComEd Mr. John D. Pribich State Program Supervisor, Public Relation Two Lincoln Center, 8th Flr Oakbrook Terrace, IL 60181	Aerial electric lines	Marion Street and Ridgeland Avenue Viaducts	No adjustments required.
Comcast Cable Communications Ms. Martha Gieras 688 Industrial Drive Elmhurst, IL 60126	Underground cable	Marion Street and Ridgeland Avenue Viaducts	No adjustments required.
AT&T Mr. David Phelps 1000 Commerce Drive Oak Brook, IL 60523 (630) 573-5715	Aerial line	Marion Street and Ridgeland Avenue Viaducts	No adjustments required.
NICOR Gas Ms. Constance Lane, Engineer Administrator 1844 Ferry Road Naperville, IL 60563-9600 (630) 388-3830	Underground gas main	Marion Street and Ridgeland Avenue Viaducts	No adjustments required.

No utilities are to be relocated as part of this project.

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

#### TRAFFIC CONTROL PLAN

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

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

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

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

STANDARDS:

701001, 701006, 701101, 701106, 701601, 701801, 701901

DETAILS: TC-10 Traffic Control and Protection for Side Roads, Intersections and Driveways

SPECIAL PROVISIONS: Traffic Control Plan, Maintenance of Roadways

#### TRAFFIC CONTROL AND PROTECTION (SPECIAL)

The Standard Specifications for Section 701, Work Zone Traffic Control, shall apply, except as modified herein.

Specific traffic control plan details and Special Provisions have been prepared for this contract.

Vehicular and pedestrian traffic must be maintained at all times. The contractor shall work on one side of the viaduct at a time, keeping both a vehicular lane and pedestrian walkway open. All lane and sidewalk closures shall be coordinated with the Village of Oak Park. The contractor shall contact the Village Engineer, Mr. Jim Budrick, P.E., at 708-358-5728 at least 5 working days before the lane closure is to be initiated. Closures at Ridgeland Avenue shall be limited from 9 AM to 3 PM only. Failure to open all lanes and walkways to traffic will result in a traffic control deficiency in accordance with the contract.

<u>Method of Measurement</u>. All traffic control (except traffic control pavement marking) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis. Traffic control pavement markings will be measured per foot.

<u>Basis of Payment</u>. All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL). This price shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, and remove traffic control devices required as indicated in the plans and as approved by the ENGINEER.

#### PROTECTION OF EXISTING FACILITIES

<u>Description</u>: The Marion Street viaduct contains decorative blue stone sidewalks, granite curb and gutter and other various decorative materials and landscaping. The contractor shall be required to protect all areas surrounding the project area from damage to the cleaning, painting, and installation of lighting and sign panels during construction. At no time shall J.U.L.I.E. mark the existing utilities with paint or other permenant materials. It shall be the contractor's responsibility to coordinate these requirements will all project stakeholders, including but not limited to subcontractors, suppliers and J.U.L.I.E.

<u>Basis of Payment</u>: This work shall not be paid but shall be included in the cost of the work. Any damage to the existing facilities shall be replaced at the cost of the contractor.

#### ORNAMENTAL METAL PANEL

<u>Description</u>: The Work under this section consists of designing, furnishing and installing an Ornamental Metal Panel assembly at the locations shown on the plans as specified herein, or as designated by the Engineer.

Design, fabrication, finishing and installation of steel assemblies shall be as indicated herein. Work shown in other sections and on the drawings includes painting, electrical receptacles, conduit and wiring and associated anchorage.

<u>Definitions</u>: Structural Steel: Items as listed in 2.1 of AISC "Code of Standard Practice for Steel Buildings and Bridges", and excluding steel, iron, or other metal items not listed, even if attached to the structural framing.

<u>System Description</u>: General: Unless otherwise specifically approved in writing, furnish exact sections, weights, and kinds of material specified, using details and dimensions shown. The Assembly consists of metal base plate, "L" shaped columns with Wire Mesh infill mechanically attached to "L" columns and support for LED Light Fixtures.

Wire Mesh: Quality perforated, round hole, plain steel, cold rolled, 20 gauge, mill finish, 1/4-inch holes on 1/2-inch centers, straight row pattern, 20 percent open area.

LED Light Fixture: Not all connections are detailed; similar details apply to similar conditions, unless otherwise indicated. Contact the Engineer promptly to verify design of members or connections in any situation where design requirements are unclear.

Submittals: Quality Assurance: Comply with quality assurance measures as herein specified.

<u>Codes and Standards</u>: Comply with provisions of following codes, specifications and standards except as otherwise indicated.

- 1. American Welding Society D1.1, "Structural Welding Code Steel".
- 2. American Welding Society D1.4, "Structural Welding Code Reinforcing Steel".

<u>Structural Engineer's Qualifications</u>: A structural engineer who is legally authorized to practice in Illinois and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of steel units that are similar to that indicated for this Project in material, design, and extent.

<u>Manufacturers' Qualifications</u>: Only firms having a minimum of five (5) years successful experience in the manufacture of steel products, similar to units required for this project, and whose facilities are engaged primarily in the manufacture of such products, will be acceptable.

<u>Manufacturers</u>: Subject to compliance with requirements, provide products by one of the following but not limited to:

#### Ornamental Castings and Forgings:

Allen Robbins Architectural Metals, Inc. Architectural Iron Co.
Blum: Julius Blum & Co., Inc.
Classic Iron Supply/Craft.
Duroweld Co.
Historical Arts & Casting, Inc.

<u>Product Data</u>: Producer's or manufacturer's information for products as follows, including sufficient data to show compliance with specified requirements:

Specifications for primer paint, including manufacturer's data on chemical composition and dry film thickness per applied coat.

<u>Shop Drawings</u>: Complete stamped drawings and calculations for structural steel by a structural engineer licensed to practice in the State of Illinois, including information on location, type, and size of all connections, distinguishing between those made in the shop and those made in the field.

- 1. Indicate weld lengths and sizes, using standard American Welding Society (AWS) welding symbols.
- 2. Include setting drawings and templates for anchorages to be installed by others.

<u>Welder Qualifications</u>: Evidence that welders employed in the work are currently certified under American Welding Society (AWS) qualification procedures.

Regulatory Requirements: Unless other requirements of governing authorities or particular requirements of this specification are more stringent, comply with provisions of the following:

- 1. 2003 International Building Code (IBC)
- 2. AISC "Code of Standard Practice for Steel Buildings and Bridges".
- 3. AISC "Specification for Structural Steel Buildings -- Allowable Stress Design and Plastic Design," with Commentary and Supplements.
- 4. AWS DI.I, "Structural Welding Code Steel."

#### Shipping:

Deliver steel in timely fashion, to permit the most efficient and economical flow of work. Deliver steel members properly marked for field assembly and erection.

Deliver anchor bolts, washers, and other anchorage devices to be built into other work in time to avoid delays and permit their proper identification.

<u>Storage</u>: Protect steel and other materials of this section from damage and corrosion. If temporary storage at the project site is required, keep steel members off the ground, using platforms or pallets, in location easily accessible for inspection.

<u>Color:</u> Submit (3) 12"x12" color samples for each color specified on the actual materials specified for review and approval by the Owner.

- a. Color 1: To match Sherwin Williams: SW 6355 Truepenny (Transition Zone Aluminum Panels)
- b. Color 2: To match Sherwin Williams: SW 6192 Costal Plain (Mesh Screening and Support Angle Iron).
- c. Color 3: To match Sherwin Williams: SW 6190 Filmy Green (Ceiling Panels)

#### Products:

#### Steel Materials:

1. Steel Materials - General: For members that will be exposed in the finished work, provide only materials which are free of surface blemishes such as pitting, roller marks, rolled trade names, and surface roughness.

- a. Structural Steel Members: ASTM A36 (channels, angles, and plates), and ASTM A992-50 (wide flange sections).
- b. Structural Tubing, Cold Formed: ASTM A500.
- c. Anchor Bolts: ASTM A307, Carbon Steel, Grade C.
- d. HSS Bolts: ASTM A325.

#### Transition Panels:

1. 1/4" thick aluminum alloy sheets, Grade 3003, or engineer approved equal.

#### Ceiling Panels:

1. 1/4" thick aluminum alloy sheets, Grade 3003, or engineer approved equal.

#### Miscellaneous Materials:

- 1. Welding Electrodes and Fluxes: AWS DI.I Types as follows: E7OXX.
  - a. Non-shrink Grout: Non-metallic, non-shrink, non-staining pre-packaged material requiring only the addition of water and complying with ASTM C 1107.
  - b. Shop Primer: Rust-inhibitive, lead and chromate free, low VOC primer, complying with FS TT P-664, or equivalent.

<u>Fabrication</u>: Shop Assembly - General: Comply with requirements of AISC Specifications. Shop fabricate and assemble to maximum degree possible.

<u>Appearance</u>: Cut, fit, and assemble units with exposed surfaces smooth, square, and free from cutting marks, shear distortion, burrs, and nicks.

<u>Tolerance</u>: As specified in AISC Code, unless more stringent requirements are indicated on the drawings.

<u>Thermal or Water Jet Cutting</u>: Perform all cutting by machine. Plane cut edges which are to be welded.

#### Welds:

- 1. Comply with requirements of AWS Code for welding procedures and quality of welds, including appearance.
- 2. Built-up sections: Assemble components and weld using procedures which will maintain proper alignment of finished section.
- 3. Verify that weld sizes, fabrication sequence, and equipment to be employed will limit distortions to allowable tolerances. Surface bleed of back-side welding on exposed surfaces will not be acceptable.
- 4. Grind smooth all exposed fillet welds.
- 5. Grind flush butt welds.
- 6. Dress all exposed welds.
- 7. Finishing: Accurately mill ends of columns and other members which must transmit load in bearing.

#### Holes In Steel Members:

- 1. Make all holes by means of cutting, drilling or punching at right angles to surface of metal. Do not make or enlarge holes by burning.
- 2. Provide holes in steel members are required to permit connection of work by others.

<u>Finishing:</u> A three coat Organic zinc rich primer/polyamide epoxy/aliphatic acrylic polyurethane paint system must be used.

In the shop, all structural steel designated to be painted must be given one coat of organic zinc rich primer. All areas shop primed must then be spot cleaned per SSPC-SP11 and spot primed with organic zinc rich primer. The structural steel must then receive one full intermediate coat of polyamide epoxy and one full final coat of aliphatic acrylic polyurethane paint.

#### Coating Dry Film Thickness (dft):

- Organic Zinc Rich Primer: 65 microns (2.5 mils) min., 90 microns (3.5 mils) max.
- Polyamide Epoxy Intermediate Coat: 100 microns (4.0 mils) min., 150 microns (6.0 mils) max.
- Aliphatic Acrylic Polyurethane Top Coat: 50 microns (2.0 mils) min., 75 microns (3.0 mils) max.
- 1. The total dry film thickness must be between 215 and 315 microns (8.5 and 12.5 mils).
- 2. The paint manufacturer's product data sheets must be submitted to the Engineer prior to start of work and the requirements as outlined in the data sheets must be followed.
- 3. Written approval of color by Engineer must be obtained prior to ordering and application of paints and stains.
- 4. Application of the epoxy polyamide and coat will not be allowed when the steel and/or air temperature is expected to fall below 10° C (50° F.) within 24 hours of application.
- 5. Field cleaning and touch-up painting must only be done between May 1 and October 31.

Acceptable Manufacturers: Tnemec Company Incorporated, 6800 Corporate Drive, Kansas City, Missouri 64120-1372. Toll Free (800) 863-6321. Local phone (708) 387-0305. Fax (708) 387-7941 or approved equal.

1. The appropriate Tnemec system may vary depending on exposure temperatures. Consult Tnemec Company Incorporated listed above for specific recommendations. Written approval by Engineer must be obtained prior to ordering and application of paints and stains.

Carboline Company, 350 Hanley Industrial Court, St.Louis, Missouri 63144. Toll Free 800-848-4645 or approved equal.

<u>Material Requirements For Qualified Product List</u>: The Organic Zinc Rich Primer must be qualified as outlined below.

- 1. Prime Coat: Immediately after blasting and before rusting occurs (with twelve (12) hours maximum), apply one coat of a two-component moisture-cured urethane organic zinc-rich primer with 83% ULTRA PURE Zinc in the dried film, a maximum VOC of 2.7 pounds/gallon unthinned. A minimum volume solids 63%. Greenish/gray in color. Total dry film thickness of 2.5 to 3.5 mils. Paint must meet minimum performance standards that are itemized below, such as Tnemec Series 90-97 Tneme-Zinc.
  - a. Adhesion (ASTM D4541) No less than 1,000 pounds per square inch to blasted steel.

- b. Cathodic Disbondment (ASTM G8 Method A) No rusting, blistering or delamination and no undercutting at holiday after 30 days exposure.
- c. Galvanic Protection Average -878 millivolts.
- d. Immersion (ASTM D 870) No blistering, cracking, rusting or any signs of failure after 7 years immersion in potable water
- e. Salt Spray (ASTM B117) No blistering, cracking, rusting or delamination of film. No rust creepage at scribe after 10,900 hours exposure.

#### Polyamide Epoxy Intermediate Coat Properties:

- 1. Intermediate Coat: Apply one coat of two-component polyamide epoxy with 1:1 mixing ratio and a maximum VOC of 3.1 pounds per gallon unthinned. Must have a minimum volume solids of 56% and be self-priming to steel. The color of this coat must contrast with that of the finish coat. Total dry film thickness of 2.0 to 3.0 mils. Paint must meet minimum performance standards that are itemized below, such as Tnemec Series 66 Hi-Build Epoxoline.
  - a. Abrasion (ASTM D4060) CS17 wheel, 1kg. load/1000 cycles with maximum of 115 mg. loss.
  - b. Adhesion (ASTM D4541) No less than 1,000 pounds per square inch pull. Average of five tests.
  - c. Pencil Hardness (ASTM D3363) Must pass 3H (Gouge).
  - d. Humidity (ASTM D4585) No blistering, cracking, rusting or delamination of film after 4,500 hours exposure.
  - e. Salt Spray (ASTM B117) No blistering, cracking, rusting or delamination of film. No more than 1/32" or .8 mm rust creepage at scribe after 1,500 hours exposure.
  - f. Flame Spread (ASTM E84) Must meet the NFPA No. 101, class A requirements pertaining to Flame Spread and Smoke Density.

#### Aliphatic Acrylic Polyurethane Properties:

- Finish Coat: Finish coat shall closely match Sherwin Williams SW 6192 "Coastal Plain".
   Apply one complete coat of a two-component high build aliphatic acrylic polyurethane enamel (semi-gloss finish) with a maximum VOC of 3.2 pounds per gallon unthinned. Must be able to be applied to large areas by spray, brush or roller. Total dry film thickness of 2.0 to 3.0 mils. Paint must meet minimum performance standards that are itemized below, such as Tnemec Series 73 Endura-Shield.
  - a. Abrasion (ASTM D4060) CS17 Wheel, 1kg. load/1000 cycles with a maximum of 96 mg. loss.
  - b. Adhesion (ASTM D4541) No less than 1,000 pounds per square inch pull. Average of three tests.
  - c. Humidity (ASTM D4585) No blistering, cracking or delamination of film after 600 hours exposure.
  - d. QUV (ASTM G 53) FS-40 bulbs, 4 hours light, 4 hours dark. No blistering cracking or chalking. Less than 4.0 MacAdam units color change after 1,500 hours exposure.

<u>Salt Spray (ASTM - B117)</u>: No blistering, cracking or delamination of film. No more than 1/16" or 1.6 mm rust creepage at scribe after 3,000 hours exposure.

<u>Workability:</u> The paints must be easily applied by conventional and airless spray to smooth vertical surfaces at a minimum dry film thickness of 75 microns (3 mils) per coat without runs, sags, or other film defects. When application is made by brush or roller, multiple coats will be permitted to achieve 75 microns (3 mils) dry film thickness and uniformity of appearance.

<u>Toxicity</u>: The paints must not contain more than trace amounts of lead, hexavalent chromium, cadmium, mercury, or other toxic heavy metals.

<u>Flash Point</u>: The flash point of the coatings must be greater than 65° C (149° F.) as determined by a Pensky-Martens Closed Cup Tester according to ASTM D 93.

<u>Shelf Life</u>: The paints must show no curdling, gelling, gassing, or an increase in viscosity of more than 10 KU after 1 year from the date of manufacture when packaged in tightly covered unopened containers and stored at temperatures between 10° C and 32° C (50° F - 90° F.).

Volume Solids: The coatings must not be less than 32% solids by volume.

<u>Odor</u>: Freshly opened containers of the paints must not exhibit any rancid, putrid, or other objectionable odors.

<u>Drying Time</u>: The paints must set to touch within 4 hours and dry through within 24 hours when applied at 250 microns (10 mils) wet film thickness and tested according to ASTM D 1640.

Color and Hiding Power: The finish coats must be a custom color as provided by the Engineer prior to construction. The color tolerance must not exceed 10 Hunter Delta E Units for the primer and 3.0 Hunter Delta E Units for the finish coats. Color difference must be measured by instrumental comparison of the designated Munsell standard to a minimum dry film thickness of 75 microns (3 mils) of sample coating produced on a test panel according to ASTM D 823, Practice E, Hand-Held, Blade Film Application. The contrast ratio of the finish coats at 50 microns (2 mils) dry film thickness must not be less than 0.99 when tested according to ASTM D 2805. Color measurements must be determined on a spectrophotometer with 45° circumferential/0° geometry, illuminant C, and 2° observer angle. The spectrophotometer must measure the visible spectrum from 380 - 720 nanometers with a wavelength interval and spectral bandpass of 10 nanometers.

Gloss: The 60° specular gloss of the finish coats must not be less than 65 when measured according to ASTM D 523.

Color and Gloss Retention of Finish Coats: A 250 micron (10 mil) wet film of finish coat must be applied to a 300 mm x 100 mm (12 inch x 4 inch) aluminum alloy panel prepared according to ASTM D 1730 Type A, Method 1 Solvent Cleaning. Allow to air-dry for seven days and then measure the 60° specular gloss and color. Subject the coated panel for 300 hours to accelerated weathering using the light and water exposure apparatus (fluorescent UV -condensation type) as specified in ASTM G 53 (equipped with UVB-313 lamps). The cycle must consist of 8 hours UV exposure at 60° C (140° F.) followed by 4 hours of condensation at 40° C (104°F.). After exposure, rinse the panel with clean water, allow to dry at room temperature for one hour, and again measure the 60 degree specular gloss and color. The panel must not show a color change of more than 3 Hunter Delta E Units and the 60° specular gloss must not be less than 40.

Qualification Samples and Tests: The manufacturer must supply to the Engineer test information, duplicate samples of the organic zinc rich, polyamide epoxy and aliphatic acrylic polyurethane paints for evaluation. Testing must be required for each finish coat color the manufacturer proposes to supply. The information supplied must state to tested, manufacturer's

name, product name, and date of manufacture. New test results and samples for testing by the manufacturer must be submitted any time the manufacturing process or paint formulation is changed. All costs of testing (other than tests conducted by the department) must be borne by the manufacturer.

Acceptance Samples and Certification: A 1 liter (1 quart) sample of each lot of paint produced for use on state or local agency projects must be submitted to the department for testing, together with a manufacturer's certification. The certification must state that the formulation for the lot represented is essentially identical to that used for qualification testing. The organic zinc rich, polyamide epoxy and aliphatic acrylic polyurethane paints must not be used until tests are completed and they have met the requirements as set forth herein.

The selected Manufacturer must have sufficient available production capacity to produce, transport, and deliver the specified metal units without causing a delay in the work. The selected Manufacturer must also provide lab results to meet or exceed salt spray tests indicating 6,000 hours with zero failure. Submit test results to the Engineer. Finishing work must not include coating of wire rope assemblies and associated fittings.

#### Shop Quality Control: Testing and Inspection:

- 1. Shop bolted connections: Comply with testing and verification procedures in AISC "Specification for Structural Joints using ASTM A325 of A490 Bolts.
- 2. Visually inspect and test shop-fabricated welds.

#### **EXECUTION**

<u>Verification of Conditions</u>: Examine areas of conditions for erection of structural steel and verify that the work may properly proceed. Do not commence erection of structural steel until unsatisfactory conditions have been corrected or fabricated steel components have been adjusted with the Engineer's agreement.

<u>Preparation and Temporary Support</u>: Provided temporary guys, braces, falsework, cribbing, or other required to secure the steel framing against loads equal in intensity to design loads. Remove such temporary support only when permanent connections have been made and the steel framing is fully capable of supporting design loads, including any temporary construction loads.

Erection: Erect structural steel in compliance with AISC Code and Specifications.

#### Assembly:

- 1. Set structural members accurately to locations and elevations indicated, within tolerances established in AISC Code, before making final connections.
- 2. Do not use thermal cutting to correct fabrication errors on any structural member.
- 3. Columns and Bearing Surfaces:
  - a. Clean bearing and contact surfaces before assembly. Slightly roughen concrete and masonry surfaces to improve bond.
  - b. Set base and bearing plates accurately, using metal wedges, shims, or setting nuts as required.
  - c. After tightening anchor bolts and ensuring that structure is plumb, grout solidly between plates and bearing surfaces. Comply with manufacturer's instructions for non-shrink grout.

- 4. Bolting: Carbon steel bolts: Use only for temporary bracing during erection, unless otherwise specifically permitted by contract documents.
- 5. Welding: No field welding must be permitted without the approval of the Engineer.

#### <u>Field Quality Control</u>: Testing and Inspection:

1. Field-bolted connections: Comply with testing and verification procedures in AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts".

<u>Method of Measurement</u>: This Work will be measured on a per each basis for each ORNAMENTAL METAL PANEL completely installed. Steel assemblies described herein will consist of all structural steel, wire mesh, LED lighting supports, finish paint systems necessary to complete each item of work as indicated on the drawings and approved shop drawings including all reinforcements, anchoring devices, embedded items, fabrication, finishing, delivery, installation, and cleanup. Viaduct end caps will not be measured for payment but shall be included in the cost of ORNAMENTAL METAL PANEL.

<u>Basis of Payment</u>: This Work will be paid for at the Contract Unit Price per each for ORNAMENTAL METAL PANEL, which will be payment in full for performing the Work described herein. Unit prices for steel assemblies described herein must include all manufacturing, delivery, off-loading, temporary storage, installation, and all equipment, labor, and materials as shown on the drawings, as specified herein, and as necessary to complete this work for each assembly.

#### ANCHOR BOLTS, EXPANSION BOLTS, AND RESIN ANCHORS

#### General

#### Summary:

- A. Work Included: Anchor bolts, expansion bolts, and resin anchors.
- B. Related Sections and Divisions: Applicable provisions of Division 1 shall govern work in this section.

#### References:

- A. ASTM A36/A36M-Structural Steel.
- B. ASTM F1554-Anchor Bolts, Steel, 36, 55, and 105-ksi yield strength.

#### **Products**

#### 2.01 EXPANSION BOLTS

- A. Expansion bolts shall be Power-Bolt by Powers Fastening Systems or equal.
- B. Expansion bolts will not be permitted as substitutes for embedded anchor bolts except with the prior written acceptance of ENGINEER or where otherwise specifically called for.

- C. Unless indicated otherwise on the drawings or specified, use the following bolt material for the various installation situations:
  - 1. Stainless Steel: For all submerged locations, below final grade, and in contact with aluminum appurtenances and other items not to be painted. Also for anchoring equipment or areas where corrosion will be visible unless otherwise specified.

#### 2.02 RESIN ANCHORS

A. Resin anchors shall be Powers Fastening Systems Power-Fast or equal.

#### **EXECUTION**

#### 3.01 EXPANSION BOLTS

- A. Unless otherwise noted on the drawings, expansion bolt edge distance and spacing shall be in accordance with manufacturer's recommendations.
- B. Bolt embedment shall at least equal six bolt diameters.
- C. All procedures shall be in accordance with the manufacturer's recommendations.
- D. Where location of anchors is adjustable, reinforcing steel shall be located prior to drilling holes and bolts and shall be located to clear reinforcing steel.

#### 3.02 RESIN ANCHORS

- A. At locations shown on the drawings, reinforcing bars or threaded rod shall be provided in existing concrete by drilling holes, injecting epoxy adhesive, and inserting the reinforcing bar.
- B. All existing surfaces to receive resin anchors, including the entire area in contact with the new concrete, shall be cleaned and roughened to amplitude of 1/4 inch.
- C. All procedures shall be in accordance with the manufacturer's recommendations.
- D. Where location of anchors is adjustable, reinforcing steel shall be located prior to drilling holes and bolts and shall be located to clear reinforcing steel.

Method of Measurement: This work shall not be measured separately for payment.

<u>Basis of Payment</u>: This work shall not be paid for separately, but shall be considered incidental to ORNAMENTAL METAL PANEL.

#### **GATEWAY MONUMENT SIGN COMPLETE**

<u>Description</u>: The Work under this section consists of furnishing and installing a Gateway Monument Sign Complete at the locations shown on the plans as specified herein, or as designated by the Engineer.

Fabrication, finishing, and installation of steel assemblies indicated herein.

Work shown in other sections and on the drawings includes electrical receptacles, conduit and wiring, glazing, and associated anchorage.

<u>Definitions</u>: Structural Steel: Items as listed in 2.1 of AISC "Code of Standard Practice for Steel Buildings and Bridges", and excluding steel, iron, or other metal items not listed, even if attached to the structural framing.

#### System Description:

General: Unless otherwise specifically approved in writing, furnish exact sections, weights, and kinds of material specified, using details and dimensions shown.

Not all connections are detailed; similar details apply to similar conditions, unless otherwise indicated. Contact the Engineer promptly to verify design of members or connections in any situation where design requirements are unclear.

Submittals: Quality Assurance: Comply with quality assurance measures as herein specified.

<u>Codes And Standards</u>: Comply with provisions of following codes, specifications and standards except as otherwise indicated.

- 1. American Welding Society D1.1, "Structural Welding Code Steel".
- 2. American Welding Society D1.4, "Structural Welding Code Reinforcing Steel".

<u>Structural Engineer's Qualifications</u>: A structural engineer who is legally authorized to practice in Illinois and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of steel units that are similar to that indicated for this Project in material, design, and extent.

<u>Manufacturers' Qualifications</u>: Only firms having a minimum of five (5) years successful experience in the manufacture of steel products, similar to units required for this project, and whose facilities are engaged primarily in the manufacture of such products, will be acceptable.

<u>Product Data</u>: Producer's or manufacturer's information for products as follows, including sufficient data to show compliance with specified requirements:

- 1. Specifications for primer paint, including manufacturer's data on chemical composition and dry film thickness per applied coat.
- 2. Specifications for non-shrink grout.

#### **Shop Drawings**

- 1. Complete stamped drawings and calculations for structural steel by a structural engineer licensed to practice in the State of Illinois, including information on location, type, and size of all connections, distinguishing between those made in the shop and those made in the field.
- 2. Indicate weld lengths and sizes, using standard American Welding Society (AWS) welding symbols.
- 3. Include setting drawings and templates for anchorages to be installed by others.
- 4. Include layout drawing of raised laser-cut steel letters showing size, font type, kerning and location of mechanical connections for coordination of stud attachments integral to steel gateway assembly.

5. Include laser-cut floral pattern with hinge and other hardware integral to steel gateway assembly.

<u>Welder Qualifications</u>: Evidence that welders employed in the work are currently certified under American Welding Society (AWS) qualification procedures.

<u>Regulatory Requirements</u>: Unless other requirements of governing authorities or particular requirements of this specification are more stringent, comply with provisions of the following:

- 1. 2003 International Building Code (IBC)
- 2. AISC "Code of Standard Practice for Steel Buildings and Bridges".
- 3. AISC "Manual of Steel Construction," with Commentary and Supplements.
- 4. AWS DI.I, "Structural Welding Code Steel."

<u>Shipping</u>: Deliver steel in timely fashion, to permit the most efficient and economical flow of work. Deliver steel members properly marked for field assembly and erection.

Deliver anchor bolts, washers, and other anchorage devices to be built into other work in time to avoid delays and permit their proper identification.

<u>Storage</u>: Protect steel and other materials of this section from damage and corrosion. If temporary storage at the project site is required, keep steel members off the ground, using platforms or pallets, in location easily accessible for inspection.

<u>Color Coating System</u>: Submit (3) 12"x12" color samples for each color specified on the actual materials specified for review and approval by the Engineer. Steel assembly to match Sherwin Williams SW 6192 "Coastal Plain"; laser-cut raised letters to match Sherwin Williams SW 6355 "Truepenny".

#### **PRODUCTS**

#### Steel Materials:

- 1. Steel Materials General: For members that will be exposed in the finished work, provide only materials which are free of surface blemishes such as pitting, roller marks, rolled trade names, and surface roughness.
  - a. Structural Steel Members: ASTM A 36/A36M (channels, angles, and plates), and ASTM A992-50 (wide flange sections).
  - b. Structural Tubing, Cold Formed: ASTM A 500.
  - c. Anchor Bolts: ASTM A307, Carbon Steel, Grade C.
  - d. HSS Bolts: ASTM A325.
  - e. Welding Materials: AWS D1.1, E70xx Electrodes.

#### Miscellaneous Materials:

- 1. Non-shrink Grout: Non-metallic, non-shrink, non-staining pre-packaged material requiring only the addition of water and complying with ASTM C 1107.
- 2. Shop Primer: Rust-inhibitive, lead and chromate free, low VOC primer, complying with FS TT P-664, or equivalent.
- 3. A 120-volt grounded receptacle must be provided in the location shown on the plans. It must be separately wired to its own polarized quick disconnect connector.

#### LED Lighting Fixture:

Iluminarc – 5200 NW 108th Avenue, Sunrise, FL 33351, Ilumiline 36 IP Optic 30 RGB, Item No. 12036002, Or ENGINEER-approved equal.

#### FABRICATION

<u>Shop Assembly–General:</u> Comply with requirements of AISC Specifications. Shop fabricate and assemble to maximum degree possible.

<u>Appearance</u>: Cut, fit, and assemble units with exposed surfaces smooth, square, and free from cutting marks, shear distortion, burrs, and nicks.

<u>Tolerance</u>: As specified in AISC Code, unless more stringent requirements are indicated on the drawings.

<u>Thermal or Water Jet Cutting</u>: Perform all cutting by machine. Plane cut edges which are to be welded.

#### Welds:

- 1. Comply with requirements of AWS Code for welding procedures and quality of welds, including appearance.
- 2. Built-up sections: Assemble components and weld using procedures which will maintain proper alignment of finished section.
- 3. Verify that weld sizes, fabrication sequence, and equipment to be employed will limit distortions to allowable tolerances. Surface bleed of back-side welding on exposed surfaces will not be acceptable.
- 4. Grind smooth all exposed fillet welds.
- Grind flush butt welds.
- 6. Dress all exposed welds.
- 7. Finishing: Accurately mill ends of columns and other members which must transmit load in bearing.

#### Holes in Steel Members:

- 1. Make all holes by means of cutting, drilling or punching at right angles to surface of metal. Do not make or enlarge holes by burning.
- 2. Provide holes in steel members are required to permit connection of work by others.

<u>Finishing</u>: A three coat Organic zinc rich primer/polyamide epoxy/aliphatic acrylic polyurethane paint system must be used.

In the shop, all structural steel designated to be painted must be given one coat of organic zinc rich primer. All areas shop primed must then be spot cleaned per SSPC-SP11 and spot primed with organic zinc rich primer. The structural steel must then receive one full intermediate coat of polyamide epoxy and one full final coat of aliphatic acrylic polyurethane paint.

#### Coating Dry Film Thickness (dft):

Organic Zinc Rich Primer: 65 microns (2.5 mils) min., 90 microns (3.5 mils) max.

- Polyamide Epoxy Intermediate Coat: 100 microns (4.0 mils) min., 150 microns (6.0 mils) max.
- Aliphatic Acrylic Polyurethane Top Coat: 50 microns (2.0 mils) min., 75 microns (3.0 mils) max.
- 1. The total dry film thickness must be between 215 and 315 microns (8.5 and 12.5 mils).
- 2. The paint manufacturer's product data sheets must be submitted to the Commissioner prior to start of work and the requirements as outlined in the data sheets must be followed.
- 3. Written approval of color by Commissioner must be obtained prior to ordering and application of paints and stains.
- 4. Application of the epoxy polyamide and coat will not be allowed when the steel and/or air temperature is expected to fall below 10° C (50° F.) within 24 hours of application.
- 5. Field cleaning and touch-up painting must only be done between May 1 and October 31.

#### Acceptable Manufacturers:

The following manufacturers are examples of acceptable suppliers, but are not limited to:

Tnemec Company Incorporated, 6800 Corporate Drive, Kansas City, Missouri 64120-1372 or engineer approved equal.

The appropriate Tnemec system may vary depending on exposure temperatures. Consult Tnemec Company, Incorporated, listed above for specific recommendations. Written approval by Engineer must be obtained prior to ordering and application of paints and stains.

Carboline Company, 350 Hanley Industrial Court, St. Louis, Missouri 63144 or engineer approved equal.

<u>Material Requirements for Qualified Product List</u>: The Organic Zinc Rich Primer must be qualified as outlined below.

- 1. Prime Coat: Immediately after blasting and before rusting occurs (with twelve (12) hours maximum), apply one coat of a two-component moisture-cured urethane organic zinc-rich primer with 83% ULTRA PURE Zinc in the dried film, a maximum VOC of 2.7 pounds/gallon unthinned. A minimum volume solids 63%. Greenish/gray in color. Total dry film thickness of 2.5 to 3.5 mils. Paint must meet minimum performance standards that are itemized below, such as Tnemec Series 90-97 Tneme-Zinc.
  - a. Adhesion (ASTM D4541) No less than 1,000 pounds per square inch to blasted steel.
  - b. Cathodic Disbondment (ASTM G8 Method A) No rusting, blistering or delamination and no undercutting at holiday after 30 days exposure.
  - c. Galvanic Protection Average -878 millivolts.
  - d. Immersion (ASTM D 870) No blistering, cracking, rusting or any signs of failure after 7 years immersion in potable water
  - e. Salt Spray (ASTM B117) No blistering, cracking, rusting or delamination of film. No rust creepage at scribe after 10,900 hours exposure.

#### Polyamide Epoxy Intermediate Coat Properties:

1. Intermediate Coat: Apply one coat of two-component polyamide epoxy with 1:1 mixing ratio and a maximum VOC of 3.1 pounds per gallon unthinned. Must have a minimum volume solids of 56% and be self-priming to steel. The color of this coat must contrast with that of the finish coat. Total dry film thickness of 2.0 to 3.0 mils. Paint must meet minimum

performance standards that are itemized below, such as Tnemec Series 66 Hi-Build Epoxoline.

- a. Abrasion (ASTM D4060) CS17 wheel, 1kg. load/1000 cycles with maximum of 115 mg. loss.
- b. Adhesion (ASTM D4541) No less than 1,000 pounds per square inch pull. Average of five tests.
- c. Pencil Hardness (ASTM D3363) Must pass 3H (Gouge).
- d. Humidity (ASTM D4585) No blistering, cracking, rusting or delamination of film after 4,500 hours exposure.
- e. Salt Spray (ASTM B117) No blistering, cracking, rusting or delamination of film. No more than 1/32" or .8 mm rust creepage at scribe after 1,500 hours exposure.
- f. Flame Spread (ASTM E84) Must meet the NFPA No. 101, class A requirements pertaining to Flame Spread and Smoke Density.

## Aliphatic Acrylic Polyurethane Properties:

- 1. Finish Coat: Finish coat shall closely match Sherwin Williams SW 6192". Apply one complete coat of a two-component high build aliphatic acrylic polyurethane enamel (semi-gloss finish) with a maximum VOC of 3.2 pounds per gallon unthinned. Must be able to be applied to large areas by spray, brush or roller. Total dry film thickness of 2.0 to 3.0 mils. Paint must meet minimum performance standards that are itemized below, such as Tnemec Series 73 Endura-Shield.
  - a. Abrasion (ASTM D4060) CS17 Wheel, 1kg. load/1000 cycles with a maximum of 96 mg. loss.
  - b. Adhesion (ASTM D4541) No less than 1,000 pounds per square inch pull. Average of three tests.
  - c. Humidity (ASTM D4585) No blistering, cracking or delamination of film after 600 hours exposure.
  - d. QUV (ASTM G 53) FS-40 bulbs, 4 hours light, 4 hours dark. No blistering cracking or chalking. Less than 4.0 MacAdam units color change after 1,500 hours exposure.

<u>Salt Spray (Astm - B117)</u>: No blistering, cracking or delamination of film. No more than 1/16" or 1.6 mm rust creepage at scribe after 3,000 hours exposure.

<u>Workability</u>: The paints must be easily applied by conventional and airless spray to smooth vertical surfaces at a minimum dry film thickness of 75 microns (3 mils) per coat without runs, sags, or other film defects. When application is made by brush or roller, multiple coats will be permitted to achieve 75 microns (3 mils) dry film thickness and uniformity of appearance.

<u>Toxicity</u>: The paints must not contain more than trace amounts of lead, hexavalent chromium, cadmium, mercury, or other toxic heavy metals.

<u>Flash Point</u>: The flash point of the coatings must be greater than 65° C (149° F.) as determined by a Pensky-Martens Closed Cup Tester according to ASTM D 93.

<u>Shelf Life</u>: The paints must show no curdling, gelling, gassing, or an increase in viscosity of more than 10 KU after 1 year from the date of manufacture when packaged in tightly covered unopened containers and stored at temperatures between 10° C and 32° C (50° F - 90° F.).

Volume Solids: The coatings must not be less than 32% solids by volume.

<u>Odor</u>: Freshly opened containers of the paints must not exhibit any rancid, putrid, or other objectionable odors.

<u>Drying Time</u>: The paints must set to touch within 4 hours and dry through within 24 hours when applied at 250 microns (10 mils) wet film thickness and tested according to ASTM D 1640.

Color And Hiding Power: The finish coats must be a custom color as provided by the COMMISSIONER prior to construction. The color tolerance must not exceed 10 Hunter Delta E Units for the primer and 3.0 Hunter Delta E Units for the finish coats. Color difference must be measured by instrumental comparison of the designated Munsell standard to a minimum dry film thickness of 75 microns (3 mils) of sample coating produced on a test panel according to ASTM D 823, Practice E, Hand-Held, Blade Film Application. The contrast ratio of the finish coats at 50 microns (2 mils) dry film thickness must not be less than 0.99 when tested according to ASTM D 2805. Color measurements must be determined on a spectrophotometer with 45° circumferential/0° geometry, illuminant C, and 2° observer angle. The spectrophotometer must measure the visible spectrum from 380 - 720 nanometers with a wavelength interval and spectral bandpass of 10 nanometers.

Gloss: The 60° specular gloss of the finish coats must not be less than 65 when measured according to ASTM D 523.

Color And Gloss Retention Of Finish Coats: A 250 micron (10 mil) wet film of finish coat must be applied to a 300 mm x 100 mm (12 inch x 4 inch) aluminum alloy panel prepared according to ASTM D 1730 Type A, Method 1 Solvent Cleaning. Allow to air-dry for seven days and then measure the 60° specular gloss and color. Subject the coated panel for 300 hours to accelerated weathering using the light and water exposure apparatus (fluorescent UV -condensation type) as specified in ASTM G 53 (equipped with UVB-313 lamps). The cycle must consist of 8 hours UV exposure at 60° C (140° F.) followed by 4 hours of condensation at 40° C (104°F.). After exposure, rinse the panel with clean water, allow to dry at room temperature for one hour, and again measure the 60 degree specular gloss and color. The panel must not show a color change of more than 3 Hunter Delta E Units and the 60° specular gloss must not be less than 40.

Qualification Samples And Tests: The manufacturer must supply to the Engineer test information, duplicate samples of the organic zinc rich, polyamide epoxy and aliphatic acrylic polyurethane paints for evaluation. Testing must be required for each finish coat color the manufacturer proposes to supply. The information supplied must state lot tested, manufacturer's name, product name, and date of manufacture. New test results and samples for testing by the manufacturer must be submitted any time the manufacturing process or paint formulation is changed. All costs of testing (other than tests conducted by the department) must be borne by the manufacturer.

Acceptance Samples and Certification: : A 1 liter (1 quart) sample of each lot of paint produced for use on state or local agency projects must be submitted to the department for testing, together with a manufacturer's certification. The certification must state that the formulation for the lot represented is essentially identical to that used for qualification testing. The organic zinc rich, polyamide epoxy and aliphatic acrylic polyurethane paints must not be used until tests are completed and they have met the requirements as set forth herein.

The selected Manufacturer must have sufficient available production capacity to produce, transport, and deliver the specified metal units without causing a delay in the work. The selected Manufacturer must also provide lab results to meet or exceed salt spray tests indicating 6,000 hours with zero failure. Submit test results to the Engineer. Finishing work must not include coating of wire rope assemblies and associated fittings.

Shop Quality Control: Testing and Inspection:

- 1. Shop bolted connections: Comply with testing and verification procedures in AISC "Specification for Structural Joints using ASTM A325 of A490 Bolts.
- 2. Visually inspect and test shop-fabricated welds.

#### **EXECUTION**

<u>Verification of Conditions</u>: Examine areas of conditions for erection of structural steel and verify that the work may properly proceed. Do not commence erection of structural steel until unsatisfactory conditions have been corrected or fabricated steel components have been adjusted.

<u>Preparation and Temporary Support</u>: Provided temporary guys, braces, falsework, cribbing, or other required to secure the steel framing against loads equal in intensity to design loads. Remove such temporary support only when permanent connections have been made and the steel framing is fully capable of supporting design loads, including any temporary construction loads.

<u>Erection</u>: Erect structural steel in compliance with AISC Code and Specifications.

## Assembly:

- 1. Set structural members accurately to locations and elevations indicated, within tolerances established in AISC Code, before making final connections.
- 2. Do not use thermal cutting to correct fabrication errors on any structural member.
- 3. Columns and Bearing Surfaces:
  - a. Clean bearing and contact surfaces before assembly. Slightly roughen concrete and masonry surfaces to improve bond.
  - b. Set base and bearing plates accurately, using metal wedges, shims, or setting nuts as required.
  - c. After tightening anchor bolts and ensuring that structure is plumb, grout solidly between plates and bearing surfaces. Comply with manufacturer's instructions for non-shrink grout.
  - 4. Bolting: Carbon steel bolts: Use only for temporary bracing during erection, unless otherwise specifically permitted by contract documents.
  - 5. Welding: No field welding must be permitted without the approval of the Commissioner.

# Field Quality Control: Testing and Inspection:

Field-bolted connections: Comply with testing and verification procedures in AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts".

Method of Measurement: This Work will be measured on a per each basis for each GATEWAY MONUMENT SIGN COMPLETE completely installed. Steel assemblies described herein will consist of all structural steel, LED lighting and electrical components including drivers, finish paint systems, and letters necessary to complete each item of work as indicated on the

drawings and approved shop drawings including all reinforcements, anchoring devices, embedded items, fabrication, finishing, delivery, installation, and cleanup. Removal of the existing florescent

<u>Basis of Payment</u>: This Work will be paid for at the Contract Unit Price per each for GATEWAY MONUMENT SIGN COMPLETE, which will be payment in full for performing the Work described herein. Unit prices for steel assemblies described herein must include all manufacturing, delivery, off-loading, temporary storage, installation, and all equipment, labor, and materials as shown on the drawings, as specified herein, and as necessary to complete this work for each assembly.

#### SIGN TO BE RELOCATED

<u>Description</u>: The Work under this section consists of removing, modifying, cleaning, painting, and reinstalling a Gateway Monument Sign Complete at the locations shown on the plans as specified herein, or as designated by the Engineer.

Fabrication, finishing, and installation of steel assemblies indicated herein.

Work shown in other sections and on the drawings includes electrical receptacles, conduit and wiring, glazing, and associated anchorage.

All cleaning of the existing Gateway Monument Sign Complete shall be performed in accordance with the "Cleaning and Painting Existing Steel Structures" special provision.

<u>Summary</u>: Fabrication and erection of structural steel framing members, as defined AISC Code and as indicated on the drawings.

- 1. Welding.
- 2. Shop finishing.

<u>Definitions</u>: Structural Steel: Items as listed in 2.1 of AISC "Code of Standard Practice for Steel Buildings and Bridges", and excluding steel, iron, or other metal items not listed, even if attached to the structural framing.

## System Description:

General: Unless otherwise specifically approved in writing, furnish exact sections, weights, and kinds of material specified, using details and dimensions shown.

Not all connections are detailed; similar details apply to similar conditions, unless otherwise indicated. Contact the Engineer promptly to verify design of members or connections in any situation where design requirements are unclear.

Submittals: Quality Assurance: Comply with quality assurance measures as herein specified.

<u>Codes And Standards</u>: Comply with provisions of following codes, specifications and standards except as otherwise indicated.

- 1. American Welding Society D1.1, "Structural Welding Code Steel".
- 2. American Welding Society D1.4, "Structural Welding Code Reinforcing Steel".

<u>Structural Engineer's Qualifications</u>: A structural engineer who is legally authorized to practice in Illinois and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of steel units that are similar to that indicated for this Project in material, design, and extent.

<u>Manufacturers' Qualifications</u>: Only firms having a minimum of five (5) years successful experience in the manufacture of steel products, similar to units required for this project, and whose facilities are engaged primarily in the manufacture of such products, will be acceptable.

<u>Product Data</u>: Producer's or manufacturer's information for products as follows, including sufficient data to show compliance with specified requirements:

- 1. Specifications for primer paint, including manufacturer's data on chemical composition and dry film thickness per applied coat.
- 2. Specifications for non-shrink grout.

## **Shop Drawings**

- 1. Complete drawings for structural steel, including information on location, type, and size of all connections, distinguishing between those made in the shop and those made in the field.
- 2. Indicate weld lengths and sizes, using standard American Welding Society (AWS) welding symbols.
- 3. Include setting drawings and templates for anchorages to be installed by others.
- 4. Include layout drawing of raised laser-cut steel letters showing size, font type, kerning and location of mechanical connections for coordination of stud attachments integral to steel gateway assembly.

<u>Welder Qualifications</u>: Evidence that welders employed in the work are currently certified under American Welding Society (AWS) qualification procedures.

<u>Regulatory Requirements</u>: Unless other requirements of governing authorities or particular requirements of this specification are more stringent, comply with provisions of the following:

- 1. AISC "Code of Standard Practice for Steel Buildings and Bridges".
- 2. AISC "Manual of Steel Construction," with Commentary and Supplements.
- 3. AWS DI.I, "Structural Welding Code Steel."

Shipping: Deliver steel in timely fashion, to permit the most efficient and economical flow of work. Deliver steel members properly marked for field assembly and erection.

Deliver anchor bolts, washers, and other anchorage devices to be built into other work in time to avoid delays and permit their proper identification.

<u>Storage</u>: Protect steel and other materials of this section from damage and corrosion. If temporary storage at the project site is required, keep steel members off the ground, using platforms or pallets, in location easily accessible for inspection.

<u>Color Coating System</u>: Submit (3) 12"x12" color samples for each color specified on the actual materials specified for review and approval by the Engineer. Steel assembly to match Sherwin Williams SW 6192 "Coastal Plain"; laser-cut raised letters to match Sherwin Williams SW 6355 "Truepenny".

## **PRODUCTS**

## Steel Materials:

- 1. Steel Materials General: For members that will be exposed in the finished work, provide only materials which are free of surface blemishes such as pitting, roller marks, rolled trade names, and surface roughness.
  - a. Structural Steel Members: ASTM A 36/A36M (channels, angles, and plates), and ASTM A992-50 (wide flange sections).
  - b. Structural Tubing, Cold Formed: ASTM A 500.
  - c. Anchor Bolts: ASTM A307, Carbon Steel, Grade C.
  - d. HSS Bolts: ASTM A325.
  - e. Welding Materials: AWS D1.1, E70xx Electrodes.

## Miscellaneous Materials:

- 1. Non-shrink Grout: Non-metallic, non-shrink, non-staining pre-packaged material requiring only the addition of water and complying with ASTM C 1107.
- 2. Shop Primer: Rust-inhibitive, lead and chromate free, low VOC primer, complying with FS TT P-664, or equivalent.
- 3. A 120 volt, grounded receptacle must be provided in the location shown on the plans. It must be separately wired to its own polarized quick disconnect connector.

## LED Lighting Fixture:

Iluminarc – 5200 NW 108th Avenue, Sunrise, FL 33351 Ilumiline 36 IP Optic 30 RGB Item No. 12036002

Electrical Requirements: 1 1/2-inch-diameter, PVC coated, galvanized steel conduit with electrical cable, communication No. 16, 3 pair.

#### **FABRICATION**

<u>Shop Assembly–General:</u> Comply with requirements of AISC Specifications. Shop fabricate and assemble to maximum degree possible.

<u>Appearance</u>: Cut, fit, and assemble units with exposed surfaces smooth, square, and free from cutting marks, shear distortion, burrs, and nicks.

<u>Tolerance</u>: As specified in AISC Code, unless more stringent requirements are indicated on the drawings.

<u>Thermal or Water Jet Cutting</u>: Perform all cutting by machine. Plane cut edges which are to be welded.

## Welds:

- 1. Comply with requirements of AWS Code for welding procedures and quality of welds, including appearance.
- 2. Built-up sections: Assemble components and weld using procedures which will maintain proper alignment of finished section.

- 3. Verify that weld sizes, fabrication sequence, and equipment to be employed will limit distortions to allowable tolerances. Surface bleed of back-side welding on exposed surfaces will not be acceptable.
- 4. Grind smooth all exposed fillet welds.
- 5. Grind flush butt welds.
- 6. Dress all exposed welds.
- 7. Finishing: Accurately mill ends of columns and other members which must transmit load in bearing.

# Holes In Steel Members:

- 1. Make all holes by means of cutting, drilling or punching at right angles to surface of metal. Do not make or enlarge holes by burning.
- 2. Provide holes in steel members are required to permit connection of work by others.

<u>Finishing</u>: A three coat Organic zinc rich primer/polyamide epoxy/aliphatic acrylic polyurethane paint system must be used.

In the shop, all structural steel designated to be painted must be given one coat of organic zinc rich primer. All areas shop primed must then be spot cleaned per SSPC-SP11 and spot primed with organic zinc rich primer. The structural steel must then receive one full intermediate coat of polyamide epoxy and one full final coat of aliphatic acrylic polyurethane paint.

## Coating Dry Film Thickness (dft):

- Organic Zinc Rich Primer: 65 microns (2.5 mils) min., 90 microns (3.5 mils) max.
- Polyamide Epoxy Intermediate Coat: 100 microns (4.0 mils) min., 150 microns (6.0 mils)
- Aliphatic Acrylic Polyurethane Top Coat: 50 microns (2.0 mils) min., 75 microns (3.0 mils) max.
- 1. The total dry film thickness must be between 215 and 315 microns (8.5 and 12.5 mils).
- 2. The paint manufacturer's product data sheets must be submitted to the Commissioner prior to start of work and the requirements as outlined in the data sheets must be followed.
- 3. Written approval of color by Commissioner must be obtained prior to ordering and application of paints and stains.
- 4. Application of the epoxy polyamide and coat will not be allowed when the steel and/or air temperature is expected to fall below 10° C (50° F.) within 24 hours of application.
- 5. Field cleaning and touch-up painting must only be done between May 1 and October 31.

## Acceptable Manufacturers:

Tnemec Company Incorporated, 6800 Corporate Drive, Kansas City, Missouri 64120-1372 or engineer approved equal.

The appropriate Tnemec system may vary depending on exposure temperatures. Consult Tnemec Company Incorporated listed above for specific recommendations. Written approval by Engineer must be obtained prior to ordering and application of paints and stains.

Carboline Company, 350 Hanley Industrial Court, St. Louis, Missouri 63144 or engineer approved equal.

<u>Material Requirements for Qualified Product List</u>: The Organic Zinc Rich Primer must be qualified as outlined below.

- 1. Prime Coat: Immediately after blasting and before rusting occurs (with twelve (12) hours maximum), apply one coat of a two-component moisture-cured urethane organic zincrich primer with 83% ULTRA PURE Zinc in the dried film, a maximum VOC of 2.7 pounds/gallon unthinned. A minimum volume solids 63%. Greenish/gray in color. Total dry film thickness of 2.5 to 3.5 mils. Paint must meet minimum performance standards that are itemized below, such as Tnemec Series 90-97 Tneme-Zinc.
  - a. Adhesion (ASTM D4541) No less than 1,000 pounds per square inch to blasted steel.
  - b. Cathodic Disbondment (ASTM G8 Method A) No rusting, blistering or delamination and no undercutting at holiday after 30 days exposure.
  - c. Galvanic Protection Average -878 millivolts.
  - d. Immersion (ASTM D 870) No blistering, cracking, rusting or any signs of failure after 7 years immersion in potable water
  - e. Salt Spray (ASTM B117) No blistering, cracking, rusting or delamination of film. No rust creepage at scribe after 10,900 hours exposure.

## Polyamide Epoxy Intermediate Coat Properties:

- Intermediate Coat: Apply one coat of two-component polyamide epoxy with 1:1 mixing ratio and a maximum VOC of 3.1 pounds per gallon unthinned. Must have a minimum volume solids of 56% and be self-priming to steel. The color of this coat must contrast with that of the finish coat. Total dry film thickness of 2.0 to 3.0 mils. Paint must meet minimum performance standards that are itemized below, such as Tnemec Series 66 Hi-Build Epoxoline.
  - a. Abrasion (ASTM D4060) CS17 wheel, 1kg. load/1000 cycles with maximum of 115 mg. loss.
  - Adhesion (ASTM D4541) No less than 1,000 pounds per square inch pull.
     Average of five tests.
  - c. Pencil Hardness (ASTM D3363) Must pass 3H (Gouge).
  - d. Humidity (ASTM D4585) No blistering, cracking, rusting or delamination of film after 4,500 hours exposure.
  - e. Salt Spray (ASTM B117) No blistering, cracking, rusting or delamination of film. No more than 1/32" or .8 mm rust creepage at scribe after 1,500 hours exposure.
  - f. Flame Spread (ASTM E84) Must meet the NFPA No. 101, class A requirements pertaining to Flame Spread and Smoke Density.

## Aliphatic Acrylic Polyurethane Properties:

- Finish Coat: Finish coat shall closely match Sherwin Williams SW 6192". Apply one complete coat of a two-component high build aliphatic acrylic polyurethane enamel (semi-gloss finish) with a maximum VOC of 3.2 pounds per gallon unthinned. Must be able to be applied to large areas by spray, brush or roller. Total dry film thickness of 2.0 to 3.0 mils. Paint must meet minimum performance standards that are itemized below, such as Tnemec Series 73 Endura-Shield.
  - a. Abrasion (ASTM D4060) CS17 Wheel, 1kg. load/1000 cycles with a maximum of 96 mg. loss.

- b. Adhesion (ASTM D4541) No less than 1,000 pounds per square inch pull. Average of three tests.
- c. Humidity (ASTM D4585) No blistering, cracking or delamination of film after 600 hours exposure.
- d. QUV (ASTM G 53) FS-40 bulbs, 4 hours light, 4 hours dark. No blistering cracking or chalking. Less than 4.0 MacAdam units color change after 1,500 hours exposure.

<u>Salt Spray (Astm - B117)</u>: No blistering, cracking or delamination of film. No more than 1/16" or 1.6 mm rust creepage at scribe after 3,000 hours exposure.

<u>Workability</u>: The paints must be easily applied by conventional and airless spray to smooth vertical surfaces at a minimum dry film thickness of 75 microns (3 mils) per coat without runs, sags, or other film defects. When application is made by brush or roller, multiple coats will be permitted to achieve 75 microns (3 mils) dry film thickness and uniformity of appearance.

<u>Toxicity</u>: The paints must not contain more than trace amounts of lead, hexavalent chromium, cadmium, mercury, or other toxic heavy metals.

<u>Flash Point</u>: The flash point of the coatings must be greater than 65° C (149° F.) as determined by a Pensky-Martens Closed Cup Tester according to ASTM D 93.

Shelf Life: The paints must show no curdling, gelling, gassing, or an increase in viscosity of more than 10 KU after 1 year from the date of manufacture when packaged in tightly covered unopened containers and stored at temperatures between 10° C and 32° C (50° F - 90° F.).

Volume Solids: The coatings must not be less than 32% solids by volume.

Odor: Freshly opened containers of the paints must not exhibit any rancid, putrid, or other objectionable odors.

<u>Drying Time</u>: The paints must set to touch within 4 hours and dry through within 24 hours when applied at 250 microns (10 mils) wet film thickness and tested according to ASTM D 1640.

Color And Hiding Power: The finish coats must be a custom color as provided by the COMMISSIONER prior to construction. The color tolerance must not exceed 10 Hunter Delta E Units for the primer and 3.0 Hunter Delta E Units for the finish coats. Color difference must be measured by instrumental comparison of the designated Munsell standard to a minimum dry film thickness of 75 microns (3 mils) of sample coating produced on a test panel according to ASTM D 823, Practice E, Hand-Held, Blade Film Application. The contrast ratio of the finish coats at 50 microns (2 mils) dry film thickness must not be less than 0.99 when tested according to ASTM D 2805. Color measurements must be determined on a spectrophotometer with 45° circumferential/0° geometry, illuminant C, and 2° observer angle. The spectrophotometer must measure the visible spectrum from 380 - 720 nanometers with a wavelength interval and spectral bandpass of 10 nanometers.

Gloss: The 60° specular gloss of the finish coats must not be less than 65 when measured according to ASTM D 523.

Color And Gloss Retention Of Finish Coats: A 250 micron (10 mil) wet film of finish coat must be applied to a 300 mm x 100 mm (12 inch x 4 inch) aluminum alloy panel prepared according to ASTM D 1730 Type A, Method 1 Solvent Cleaning. Allow to air-dry for seven days and then measure the 60° specular gloss and color. Subject the coated panel for 300 hours to accelerated weathering using the light and water exposure apparatus (fluorescent UV -condensation type) as specified in ASTM G 53 (equipped with UVB-313 lamps). The cycle must consist of 8 hours UV exposure at 60° C (140° F.) followed by 4 hours of condensation at 40° C (104°F.). After exposure, rinse the panel with clean water, allow to dry at room temperature for one hour, and again measure the 60 degree specular gloss and color. The panel must not show a color change of more than 3 Hunter Delta E Units and the 60° specular gloss must not be less than 40.

Qualification Samples And Tests: The manufacturer must supply to the Engineer test information, duplicate samples of the organic zinc rich, polyamide epoxy and aliphatic acrylic polyurethane paints for evaluation. Testing must be required for each finish coat color the manufacturer proposes to supply. The information supplied must state lot tested, manufacturer's name, product name, and date of manufacture. New test results and samples for testing by the manufacturer must be submitted any time the manufacturing process or paint formulation is changed. All costs of testing (other than tests conducted by the department) must be borne by the manufacturer.

Acceptance Samples and Certification: A 1 liter (1 quart) sample of each lot of paint produced for use on state or local agency projects must be submitted to the department for testing, together with a manufacturer's certification. The certification must state that the formulation for the lot represented is essentially identical to that used for qualification testing. The organic zinc rich, polyamide epoxy and aliphatic acrylic polyurethane paints must not be used until tests are completed and they have met the requirements as set forth herein.

The selected Manufacturer must have sufficient available production capacity to produce, transport, and deliver the specified metal units without causing a delay in the work. The selected Manufacturer must also provide lab results to meet or exceed salt spray tests indicating 6,000 hours with zero failure. Submit test results to the Engineer. Finishing work must not include coating of wire rope assemblies and associated fittings.

Shop Quality Control: Testing and Inspection:

- 1. Shop bolted connections: Comply with testing and verification procedures in AISC "Specification for Structural Joints using ASTM A325 of A490 Bolts.
- 2. Visually inspect and test shop-fabricated welds.

## **EXECUTION**

<u>Verification of Conditions</u>: Examine areas of conditions for erection of structural steel and verify that the work may properly proceed. Do not commence erection of structural steel until unsatisfactory conditions have been corrected or fabricated steel components have been adjusted.

<u>Preparation and Temporary Support</u>: Provided temporary guys, braces, falsework, cribbing, or other required to secure the steel framing against loads equal in intensity to design loads. Remove such temporary support only when permanent connections have been made and the

steel framing is fully capable of supporting design loads, including any temporary construction loads.

Erection: Erect structural steel in compliance with AISC Code and Specifications.

## Assembly:

- 1. Set structural members accurately to locations and elevations indicated, within tolerances established in AISC Code, before making final connections.
- 2. Do not use thermal cutting to correct fabrication errors on any structural member.
- 3. Columns and Bearing Surfaces:
  - a. Clean bearing and contact surfaces before assembly. Slightly roughen concrete and masonry surfaces to improve bond.
  - b. Set base and bearing plates accurately, using metal wedges, shims, or setting nuts as required.
  - c. After tightening anchor bolts and ensuring that structure is plumb, grout solidly between plates and bearing surfaces. Comply with manufacturer's instructions for non-shrink grout.
- 4. Bolting:
  - a. Carbon steel bolts: Use only for temporary bracing during erection, unless otherwise specifically permitted by contract documents.
- 5. Welding:
  - a. No field welding must be permitted without the approval of the Commissioner.

<u>Field Quality Control:</u>: Testing and Inspection:

Field-bolted connections: Comply with testing and verification procedures in AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts".

<u>Method of Measurement</u>: This Work will be measured on a per each basis for each SIGN TO BE RELOCATED completely installed. Steel assemblies described herein will consist of all structural steel, LED lighting and electrical components including drivers, finish paint systems, and letters necessary to complete each item of work as indicated on the drawings and approved shop drawings including all reinforcements, anchoring devices, embedded items, fabrication, finishing, delivery, installation, and cleanup.

Basis of Payment: This Work will be paid for at the Contract Unit Price per each for SIGN TO BE RELOCATED, which will be payment in full for performing the Work described herein. Unit prices for steel assemblies described herein must include all manufacturing, delivery, off-loading, temporary storage, installation, and all equipment, labor, and materials as shown on the drawings, as specified herein, and as necessary to complete this work for each assembly.

## **PROJECT SIGN**

<u>Description</u>: This work shall consist of furnishing, installing, maintaining, relocating for various stages of construction and eventually removing temporary project information signs. Included in the item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials: Materials shall be according Article 720 of the Standard Specifications.

## GENERAL CONSTRUCTION REQUIREMENTS

<u>Installation.</u> The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Articles 701.14, 701.15, and 720.04. The signs shall be 7' (2.1m) above the near edge of the pavement and shall be a minimum of 2' (600mm) beyond the edge of the paved shoulder. A minimum of 2 posts shall be used.

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

The actual location of the sign shall be determined by the contractor and coordinate with by the Village of Oak Park before the contractor mobilizes.

Method of Measurement. This work shall be measured for payment per each.

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting, maintaining, relocating, and removing these signs will be included as part of the pay item.

<u>Basis of Payment</u>: This work shall be paid for at the contract unit price per each for PROJECT SIGN, which price shall be full compensation for all labor, equipment and materials required for performing the work as herein specified.

#### **BRICK PAVER REMOVAL**

<u>Description</u>: This work shall consist of furnishing all labor, tools, equipment and materials necessary for the removal and satisfactory disposal of existing brick paver sidewalk.

The existing pavers shall be removed to the limits shown on the plans or as required. The removed pavers shall be disposed of off site by the Contractor and shall not be reinstalled.

The fine aggregate base course shall be removed and replaced with SUBBASE GRANULAR MATERIAL, TYPE B, 6".

Method of Measurement: This work will be measured in square feet. Removal of the existing fine aggregate base course shall be measured in cubic yards. Replacement of SUBBASE GRANULAR MATERIAL, TYPE B, 6" shall be measured in square yards.

<u>Basis of Payment</u>. Removal of brick paver sidewalk will be paid at the contract unit price per square foot for BRICK PAVER REMOVAL.

Damage to existing sidewalk and concrete curb and gutter to remain shall be repaired or replaced in accordance with Sections 424 and 606 of the Standard Specifications, respectively, at no cost to the Contract.

Ridgeland/Marion Avenue Section 11-00253-00-LS Cook County

The cost of sawcutting where indicated by plans or Engineer shall be incidental to the cost of removing the PCC sidewalk. In commercial areas, sawcutting will be utilized to protect existing sidewalk which abuts local businesses

Removal of the existing fine aggregate base course shall be paid per the contract unit price per cubic yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

Placement of the aggregate base course shall be paid at the contract unit price per square yard for SUBBASE GRANULAR MATERIAL, TYPE B, 6".

## RAILROAD AGREEMENT FOR SERVICES

The Contractor shall complete and submit the attached Agreement for Services and Contractor's Release of Liability forms prior to beginning any work within the railroad right-of-way.



Revised: 3/21/07

Date:		

## AGREEMENT FOR SERVICES

This authorizes the **Union Pacific Railroad** to provide and bill (average flagging rates are \$700/8hr day and \$1000/10hr day <u>plus</u> vehicle/mileage time to and from the job site) the named company for flagging or other services performed as described below. The named company agrees to pay for the services provided by the Railroad immediately following receipt of the bill. Minimum billing is 8 hours per day.

PLEASE PRINT CLEARLY.	
BILL SERVICE TO (PARTY RESPONSIBLE FOR PA	YMENT):
COMPANY:	
BILLING ADDRESS:	
CITY, STATE &ZIP CODE:	
CUSTOMER PROJECT REFERENCE:	
SERVICE PROVIDED:	
DESCRIPTION:	
DATES:	
TIMES:	,
MILE POST (TO AND FROM):	MANAGE CONTRACTOR OF THE PROPERTY OF THE PROPE
NEAREST CROSSING:	
BILLING AUTHORIZATION:	
AUTHORIZED BY:	TITLE:
COMPANY	PHONE:
SIGNATURE:	
**************************************	DUS CONTRACT BILLING
GANG NUMBER:	PHONE NUMBER:
FOREMAN'S SIGNATURE:	
	**************************************

# CONTRACTOR'S RELEASE OF LIABILITY

l,	wish to perform work o	or provide services descr	ribed as
			<u> </u>
on property of the Union Pacific which the Railroad operates. If work may involve being upon or engines, trains, railroad cars an property damage as a result of and operation activities, or as the Railroad or defects in tracks equipment. I further understand Railroad. I acknowledge and at work is voluntary.	fully understand and acknown about railroad tracks and dequipment, and that I mmy presence in the vicinity ne results of acts or mission, other railroad facilities, led that execution of the instance.	owledge that my perform other railroad facilities a ay face risks of personal of railroad construction, ans of an officer, agent or and, engines, trains railro trument is a condition of	ance of the ind on or about injury or maintenance employee of pad cars or my work for the
NOW THEREFORE, in consider aforesaid, I do hereby assume a my property while I am upon or with the work or about any engineers, executors, administrators Railroad, its affiliated companier Railroad or whose tracks the Rail liability of whatsoever characteristics of the Railroad or about any or the Railroa	all risks of any and all personabout the tracks or other ines, trains, cars, or equips and dependents forever all road may be using, at outer for any and all person by me while I am upon out the engines, trains, cars	sonal injuries and loss of premises of the Rallroad ment and I do hereby, fo acquit, release and disches using the tracks or other in the vicinity of the world injuries and loss of or a about the tracks, premission equipment, no matter	or damage to in connection r myself, my harge the er facilities of the fak, from any ardamage to ses or other r how such
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## **GENERAL ELECTRICAL REQUIREMENTS**

Effective: January 1, 2012

Add the following to Article 801 of the Standard Specifications:

"Maintenance transfer and Preconstruction Inspection:

General. Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a maintenance transfer and preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance transfer and preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction inspection shall:

Establish the procedures for formal transfer of maintenance responsibility required for the construction period.

Establish the approximate location and operating condition of lighting and/or traffic control systems which may be affected by the work

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 304.8 mm (one (1) foot) to either side.. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. Note that the contractor shall be entitled to only one request for location marking of existing systems and that multiple requests may only be honored at the contractor's expense. No locates will be made after maintenance is transferred, unless it is at the contractor's expense.

Condition of Existing Systems. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition."

Add the following to the 1<sup>st</sup> paragraph of Article 801.05(a) of the Standard Specifications:

"Items from multiple disciplines shall not be combined on a single submittal and transmittal. Items for lighting, signals, surveillance and CCTV must be in separate submittals since they may be reviewed by various personnel in various locations."

Revise the second sentence of the 5<sup>th</sup> paragraph of Article 801.05(a) of the Standard Specifications to read:

"The Engineer will stamp the submittals indicating their status as 'Approved', 'Approved as Noted', 'Disapproved', or 'Information Only'.

Revise the 6<sup>th</sup> paragraph of Article 801.05(a) of the Standard Specifications to read:

<u>"Resubmittals.</u> All submitted items reviewed and marked 'Approved as Noted', or 'Disapproved' are to be resubmitted in their entirety with a disposition of previous comments to verify contract compliance at no additional cost to the state unless otherwise indicated within the submittal comments."

Revise Article 801.11(a) of the Standard Specifications to read:

"Lighting Operation and Maintenance Responsibility. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance the of existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein. Maintenance of lighting systems is specified elsewhere and will be paid for separately

Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance."

Add the following to Section 801 of the Standard Specifications:

<u>"Lighting Cable Identification</u>. Each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible."

"Lighting Cable Fuse Installation. Standard fuse holders shall be used on non-frangible (non-breakaway) light pole installations and quick-disconnect fuse holders shall be used on frangible (breakaway) light pole installations. Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricant shall be applied to the wire for minimum connection resistance before the terminals are crimped-on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side) and the receptacle side of the holder is connected to the line side."

Revise the second paragraph of Article 801.16 of the Standard Specifications to read:

"When the work is complete, and seven days before the request for a final inspection, the full-size set of contract drawings. Stamped "RECORD DRAWINGS", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval. In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate either by filename or PDF table of contents the respective pay item number. Specific part or model numbers of items which have been selected shall be clearly visible."

Add the following to Article 801.16 of the Standard Specifications:

"In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following electrical components being installed, modified or being affected in other ways by this contract:

- Last light pole on each circuit
- Handholes
- Conduit roadway crossings
- Controllers
- Control Buildings
- Structures with electrical connections, i.e. DMS, lighted signs.
- Electric Service locations
- CCTV Camera installations
- Fiber Optic Splice Locations

Datum to be used shall be North American 1983.

Data shall be provided electronically and in print form. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

- 1. Description of item
- 2. Designation or approximate station if the item is undesignated
- 3. Latitude
- 4. Longitude

## Examples:

Equipment Description	Equipment Designation	Latitude	Longitude
CCTV Camera pole	ST42	41.580493	-87.793378
FO mainline splice handhole	HHL-ST31	41.558532	-87.792571
Handhole	HH at STA 234+35	41.765532	-87.543571
Electric Service	Elec Srv	41.602248	-87.794053
Conduit crossing	SB IL83 to EB I290 ramp SIDE A	41.584593	-87.793378
Conduit crossing	SB IL83 to EB 1290 ramp SIDE B	41.584600	-87.793432
Light Pole	DA03	41.558532	-87.792571
Lighting Controller	X	41.651848	-87.762053
Sign Structure	FGD	41.580493	-87.793378
Video Collection Point	VCP-IK	41.558532	-87.789771
Fiber splice connection	Toll Plaza34	41.606928	-87.794053

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 100 feet. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 5 meter accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years."

## **ELECTRIC UTILITY SERVICE CONNECTION**

Effective: January 1, 2012

<u>Description.</u> This item shall consist of payment for work performed by ComEd in providing or modifying electric service as indicated. THIS MAY INVOLVE WORK AT MORE THAN ONE ELECTRIC SERVICE. For summary of the Electrical Service Drop Locations see the schedule contained elsewhere herein.

#### CONSTRUCTION REQUIREMENTS

General. It shall be the Contractor's responsibility to contact ComEd. The Contractor shall coordinate his work fully with the ComEd both as to the work required and the timing of the

installation. No additional compensation will be granted under this or any other item for extra work caused by failure to meet this requirement.

Please contact ComEd, New Business Center Call Center, at 866 NEW ELECTRIC (1-866-639-3532) to begin the service connection process. The Call Center Representatives will create a work order for the service connection. The representative will ask the requestor for information specific to the request. The representative will assign the request based upon the location of project.

The Contractor should make particular note of the need for the earliest attention to arrangements with ComEd for service. In the event of delay by ComEd, no extension of time will be considered applicable for the delay unless the Contractor can produce written evidence of a request for electric service within 30 days of execution.

The service connection shall have a minimum vertical clearance of 14'-6" from the crown of the roadway to the bottom of the electric cable.

Method Of Payment. The Contractor will be reimbursed to the exact amount of money as billed by ComEd for its services. Work provided by the Contractor for electric service will be paid separately as described under ELECTRIC SERVICE INSTALLATION. No extra compensation shall be paid to the Contractor for any incidental materials and labor required to fulfill the requirements as shown on the plans and specified herein.

For bidding purposes, this item shall be estimated as \$5,000.

<u>Basis Of Payment.</u> This work will be paid for at the contract lump sum price for ELECTRIC UTILITY SERVICE CONNECTION which shall be reimbursement in full for electric utility service charges.

# **ELECTRIC SERVICE INSTALLATION**

Effective: January 1, 2007

<u>Description.</u> This item shall consist of all material and labor required to extend, connect or modify the electric services, as indicated or specified, which is over and above the work performed by the utility. Unless otherwise indicated, the cost for the utility work, if any, will be reimbursed to the Contractor separately under ELECTRIC UTILITY SERVICE CONNECTION. This item may apply to the work at more than one service location and each will be paid separately.

Materials. Materials shall be in accordance with the Standard Specifications.

# CONSTRUCTION REQUIREMENTS

<u>General.</u> The Contractor shall ascertain the work being provided by the electric utility and shall provide all additional material and work not included by other contract pay items required to complete the electric service work in complete compliance with the requirements of the utility.

No additional compensation will be allowed for work required for the electric service, even though not explicitly shown on the Drawings or specified herein

The service connection shall have a minimum vertical clearance of 14'-6" from the crown of the roadway to the bottom of the electric cable.

<u>Method Of Measurement.</u> Electric Service Installation shall be counted, each. The furnishing and installation of the weatherhead, conduit and aerial electric cable from the power pole to the lighting controller shall be included in the cost of ELECTRIC SERVICE INSTALLATION.

<u>Basis Of Payment.</u> This work will be paid for at the contract unit price each for ELECTRIC SERVICE INSTALLATION which shall be payment in full for the work specified herein.

## **EXPOSED RACEWAYS**

Effective: January 1, 2012

Revise the first paragraph of Article 811.03(a) of the Standard Specifications to read:

"General. Rigid metal conduit installation shall be according to Article 810.05(a). Conduits terminating in junction and pull boxes shall be terminated with insulated and gasketed watertight threaded NEMA 4X conduit hubs. The hubs shall be Listed under UL 514B. The insulated throat shall be rated up to 105° C. When PVC coated conduit is utilized, the aforementioned hubs shall also be PVC coated."

Add the following to Article 811.03(b) of the Standard Specifications:

"Where PVC coated conduit is utilized, all conduit fittings, couplings and clamps shall be PVC coated. All other mounting hardware and appurtenances shall be stainless steel."

"The personnel installing the PVC coated conduit must be trained and certified by the PVC coated conduit Manufacturer or Manufacturer's representative to install PVC coated conduit. Documentation demonstrating this requirement must be submitted for review and approval."

Add the following to Article 1088.01(a) of the Standard Specifications:

All iron and steel products, which are to be incorporated into the work, including conduit and all conduit fittings, shall be domestically manufactured or produced and fabricated as specified in Article 106."

Revise Article 1088.01(a)(3) of the Standard Specifications to read:

- "a. PVC Coated Steel Conduit. The PVC coated rigid metal conduit shall be UL Listed (UL 6). The PVC coating must have been investigated by UL as providing the primary corrosion protection for the rigid metal conduit. Ferrous fittings for general service locations shall be UL Listed with PVC as the primary corrosion protection. Hazardous location fittings, prior to plastic coating shall be UL listed.
- b. The PVC coating shall have the following characteristics:

Hardness:	85+ Shore A Durometer
Dielectric Strength:	400V/mil @ 60 Hz
Aging:	1,000 Hours Atlas Weatherometer
Temperature	The PVC compound shall conform at 0° F. to Federal Specifications PL-406b, Method 2051, Amendment 1 of 25 September 1952 (ASTM D 746)
Elongation:	200%

- c. The exterior and interior galvanized conduit surface shall be chemically treated to enhance PVC coating adhesion and shall also be coated with a primer before the PVC coating to ensure a bond between the zinc substrate and the PVC coating. The bond strength created shall be greater than the tensile strength of the plastic coating.
- d. The nominal thickness of the PVC coating shall be 1 mm (40 mils). The PVC exterior and urethane interior coatings applied to the conduit shall afford sufficient flexibility to permit field bending without cracking or flaking at temperatures above -1°C (30°F).
- e. An interior urethane coating shall be uniformly and consistently applied to the interior of all conduit and fittings. This internal coating shall be a nominal 2 mil thickness. The interior coating shall be applied in a manner so there are no runs, drips, or pinholes at any point. The coating shall not peel, flake, or chip off after a cut is made in the conduit or a scratch is made in the coating.
- f. Conduit bodies shall have a tongue-in-groove gasket for maximum sealing capability. The design shall incorporate a positive placement feature to assure proper installation. Certified test results confirming seal performance at 15 psig (positive) and 25 in. of mercury (vacuum) for 72 hours shall be submitted for review when requested by the Engineer.
- g. The PVC conduit shall pass the following tests:

## Exterior PVC Bond test RN1:

Two parallel cuts 13 mm (1/2 inch) apart and 40 mm (1 1/2 inches) in length shall be made with a sharp knife along the longitudinal axis. A third cut shall be made perpendicular to and crossing the longitudinal cuts at one end. The knife shall then be worked under the PVC coating for 13 mm (1/2 inch) to free the coating from the metal.

Using pliers, the freed PVC tab shall be pulled with a force applied vertically and away from the conduit. The PVC tab shall tear rather than cause any additional PVC coating to separate from the substrate.

## Boil Test:

Acceptable conduit coating bonds (exterior and interior) shall be confirmed if there is no disbondment after a minimum average of 200 hours in boiling water or exposure to steam vapor at one atmosphere. Certified test results from a national recognized independent testing laboratory shall be submitted for review and approval. The RN1 Bond Test and the Standard Method for Measuring Adhesion by Tape Test shall be utilized.

Exterior Adhesion. In accordance with ASTM D870, a 6" length of conduit test specimen shall be placed in boiling water. The specimen shall be periodically removed, cooled to ambient temperature and immediately tested according to the bond test (RN1). When the PVC coating separates from the substrate, the boil time to failure in hours shall be recorded.

Interior Adhesion. In accordance with ASTM D3359, a 6" conduit test specimen shall be cut in half longitudinally and placed in boiling water or directly above boiling water with the urethane surface facing down. The specimen shall be periodically removed, cooled to ambient temperature and tested in accordance with the Standard Method of Adhesion by Tape Test (ASTM D3359). When the coating disbonds, the time to failure in hours shall be recorded.

## Heat/Humidity Test:

Acceptable conduit coating bonds shall be confirmed by a minimum average of 30 days in the Heat and Humidity Test. The RN1 Bond Test and the Standard Method for Measuring Adhesion by Tape Test shall be utilized.

Exterior Adhesion. In accordance with ASTM D1151, D1735, D2247 and D4585, conduit specimens shall be placed in a heat and humidity environment where the temperature is maintained at 150°F (66°C) and 95% relative humidity. The specimens shall be periodically removed and a bond test (RN1) performed. When the PVC coating separates from the substrate, the exposure time to failure in days shall be recorded.

Interior Adhesion. In accordance with ASTM D3359, conduit specimens shall be placed in a heat and humidity environment where the temperature is maintained at 150°F (66°C) and 95% relative humidity. When the coating disbonds, the time to failure in hours shall be recorded.

Add the following to Article 1088.01(a)(4) of the Standard Specifications:

"All liquid tight flexible metal conduit fittings shall have an insulated throat to prevent abrasion of the conductors and shall have a captive sealing O-ring gasket. The fittings shall be Listed under UL 514B. The insulated throat shall be rated up to 105° C."

Revise the second paragraph of Article 811.04 of the Standard Specifications to read:

"Expansion fittings and LFNC will not be measured for payment."

Revise Article 811.05 of the Standard Specifications to read:

"811.05 Basis of Payment. This work will be paid for at the contract unit price per meter (foot) for CONDUIT ATTACHED TO STRUCTURE, of the diameter specified, RIGID GALVANIZED STEEL or CONDUIT ATTACHED TO STRUCTURE, of the diameter specified, RIGID GALVANIZED STEEL, PVC COATED."

#### WIRE AND CABLE

Effective: January 1, 2012

Add the following to the first paragraph of Article 1066.02(a):

"The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals."

Revise the Aerial Electric Cable Properties table of Article 1066.03(a)(3) to read:

Aerial Electric Cable Properties

Phase Conductor		Messenger wire			
Size AWG	Stranding	Insulation		Minimum Size AWG	Stranding
		mm	mils		
6	7	1.1	(45)	6	6/1
4	7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1
1/0	19	1.5	(60)	1/0	6/1
2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0	6/1
4/0	19	1.5	(60)	4/0	6/1

Add the following to Article 1066.03(b) of the Standard Specifications:

"Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE."

Revise Article 1066.04 to read:

"Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is "Palomino". The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474."

Revise the second paragraph of Article 1066.05 to read:

"The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing."

## LIGHTING UNIT COMPLETE

Description: Contractor shall provide light fixture and lamp.

Materials: Materials shall meet the following:

1. Fixture shall be as manufactured by BetaLED, style Security Edge Type IV with mounting hardware as required for mounting on concrete wall, Catalogue Number SEC-EDG-4M-WM-04-D-UL-SV-5255-F, or Engineer-approved equal meeting these requirements.

Each of the luminaries shall accept a 40 Lamp LED with 525 mA driver and 5700 k temperature operating on 120-277 240 volt line voltage, prewired for 120 volt, have a clear polycarbonate vandal resistant drop lens Type IV distribution, medium cutoff optical design for the extended area lighting. The finish and color of the luminaire shall be silver. All external hardware shall be stainless steel.

The lamps shall be 40 Lamp LED, clear, have a life of 136,000+ hours at 10 hours per start, have a mogul base and provide at least 5,357 lumens for a 66 Watt lamp.

<u>Installation</u>: Installation shall be according to Article 821.06 for Underpass Installation.

<u>Method of Measurement</u>: This work shall be measure for payment per each.

<u>Basis of Payment</u>: The cost to furnish and install this item shall be paid for at the contract unit price per each for LIGHTING UNIT COMPLETE as detailed in the plans and specified herein. The cost of each conduit splice shall be incidental to the cost of installing the light fixture.

Add the following table(s) to Article 1067 of the Standard Specifications:

## **IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE**

GIVEN CONDITIONS				
ROADWAY DATA	Pavement Width	21 (ft)		
	Number of Lanes	1		
	I.E.S. Surface Classification	R3		
	Q-Zero Value	.07		
LIGHT POLE DATA	Mounting Height	10 (ft)		
	Mast Arm Length	0 (ft)		
	Pole Set-Back From Edge of Pavement	0 (ft)		
LUMINAIRE DATA	Lamp Type	LED		
	Lamp Lumens	5357		
	I.E.S. Vertical Distribution	Medium		
	I.E.S. Control Of Distribution	Cutoff		
	I.E.S. Lateral Distribution	Type IV		
	Total Light Loss Factor	.61		
LAYOUT DATA	Spacing	39 (ft)		
	Configuration	Single sided		
	Luminaire Overhang over edge of pavement	0 (ft)		

**NOTE**: Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

## PERFORMANCE REQUIREMENTS

**NOTE**: These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

LUMINANCE	Average Luminance, LAVE	1.2 Cd/m <sup>2</sup>
	Uniformity Ratio, L <sub>AVE</sub> /L <sub>MIN</sub>	3.0 (Max)
	Uniformity Ratio, L <sub>MAX</sub> /L <sub>MIN</sub>	5.0 (Max)
	Veiling Luminance Ratio, $L_V/L_{AVE}$	0.4 (Max)

## **ILUMILINE 36 IP OPTIC 30 RGB**

<u>Description</u>: This item shall consist of furnishing and installing LED Lighting units, drivers, conduit, mounting systems, and electric cable needed to completely install the units.

Materials: LED lighting units shall be as manufactured by lluminarc, Style Ilumiline 36 IP Optic 30 RGB LED lighting units or Engineer-approved equal. Lighting units shall have an IP67 extruded aluminum, silver anodized, UV-resistant housing with stainless steel mounting hardware and impact-resistant glass lens cover.

The lighting unit shall have 36 LED lamps (12 each of red, green, and blue), have a life of 50,000+ hours, be suitable for operation at 100 to 240 volts, preset for 120 volts, and provide at least 929 lumens for a 44 watt lamp.

<u>Installation</u>: Installation shall be according to Article 821.06 for Underpass Installation.

<u>Method of Measurement</u>: This work shall be measured for payment in each for each light used to light the walkways under the viaducts. The LED lighting units for the GATEWAY.

MONUMENT SIGN COMPLETE and SIGN TO BE RELOCATED will not be measured for separately payment.

<u>Basis of Payment</u>: The cost to furnish and install this item shall be paid for at the contract unit price per each for ILUMILINE 36 IP OPTIC 30 RGB as detailed in the plans and specified herein. The cost of each conduit splice shall be incidental to the cost of installing the light fixture.

## **ILUMIPOD 7 IP OPTIC 18 VW 2:1**

<u>Description</u>: This item shall consist of furnishing and installing LED Lighting units, drivers, conduit, mounting systems, and electric cable needed to completely install the units.

<u>Materials</u>: LED lighting units shall be as manufactured by Iluminarc, Style Ilumipod 7 IP Optic 18 VW 2:1 LED lighting units, or Engineer-approved equal. Lighting units shall have an IP67 cast aluminum powder coated silver, UV-resistant housing with stainless steel mounting hardware and impact-resistant glass lens cover.

The lighting unit shall have 7 LED lamps (12 each of red, green, and blue), have a life of 50,000+ hours, be suitable for operation at 100 to 240 volts, preset for 120 volts, and provide at least 142 lumens for a 9.5 watt lamp.

Installation: Installation shall be in accordance with manufacturer's instructions and Article 821.06 for Underpass Lighting.

<u>Method of Measurement</u>: This work shall be measured for payment for each light used to light the art panels under the viaducts.

<u>Basis of Payment</u>: The cost to furnish and install this item shall be paid for at the contract unit price per each for ILUMIPOD 7 IP OPTIC 18 VW 2:1 as detailed in the plans and specified herein. The cost of each conduit splice shall be incidental to the cost of installing the light fixture.

## LIGHTING CONTROLLER, SPECIAL

<u>Description</u>: This item shall consist of furnishing and installing a lighting controller, a separately mounted 240 volt, 30 A, single-phase, three-wire, fused service disconnect switch and mounting system.

<u>General</u>: The lighting controller shall be according to Section 825 for Lighting Controller in the Standard Specifications and as shown on the drawings. The lighting controller shall be 240 volt, 30 amp, with controls as shown on IDOT Highway Standard Detail 825001-01, Sheet 1. The lighting controller shall be mounted to the existing concrete abutment wall at the location shown on the drawings and according to the Lighting Controller, Special detail.

<u>Materials</u>: Lighting controller enclosure, and door shall be aluminum. Contents shall meet the requirements of Article 1068 of the Standard Specifications, shall be as noted on the drawings, and as shown in IDOT Highway Standard Detail 825001-001, Sheet 1. Service disconnect switch shall be as manufactured by Cutler-Hammer, Model DH321NWKX, Enviroline, stainless steel, NEMA 4X, 240 V, three-pole, fused, 30 A, service entrance rated, or aluminum NEMA 3R equivalent.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per each for LIGHTING CONTROLLER, SPECIAL as detailed in the plans and specified herein.

## **BICYCLE RACKS**

<u>Description</u>: This work shall be furnishing and installing bicycle racks at locations determined in the field.

MATERIALS: Landscape Forms, Inc., "Ring" Bicycle Racks or engineer approved equal.

- A. Outside Diameter: 1.5 inches.
- B. Wall Thickness: 0.120 inches.
  - 1. 304 Stainless Steel.
- B. Rack Size:
  - -Depth: 1-1/2 inches.
  - -Height: 32 inches.
  - -Width: 25 inches.
- C. Mounting: Embedded
- D. Capacity: Two Bikes
- E. Stainless Steel Rack Recycled Content:
  - -Recycled Material Content: Minimum 65 percent.
  - -Post-Consumer Material Content: Minimum 50 percent.
  - -Pre-Consumer Material Content: Minimum 15 percent.
  - -Recyclable: 100 percent.
- F. ASTM Testing Standards:
  - 1. ASTM B 117 Standard Practice for Operating Salt Spray (Fog) Apparatus.
  - 2. ASTM D 522 Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings.
  - 3. ASTM D 523 Standard Test Method for Specular Gloss.
  - 4. ASTM D 2247 Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
  - 5. ASTM D 3359 Standard Test Methods for Measuring Adhesion by Tape Test.
  - 6. ASTM D 3363 Standard Test Method for Film Hardness by Pencil Test.
  - 7. ASTM G 155 Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials.
- G. ISO Testing Standards:
  - 1. ISO 1520 Paints and Varnishes Cupping Test.

2. ISO 2815 – Paints and Varnishes – Buchholz Indentation Test.

# **SUBMITTALS**

- A. <u>Product Data</u>: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.
- B. <u>Shop Drawings</u>: Submit manufacturer's shop drawings, including plans and elevations, indicating overall dimensions.
- C. <u>Samples</u>: Submit manufacturer's samples of materials, finishes, and colors.
- D. <u>Warranty</u>: Manufacturer's standard warranty.

## **QUALITY ASSURANCE**

- A. <u>Manufacturer's Qualifications</u>: Manufacturer regularly engaged in manufacture of site furnishings since 1969.
- B. <u>Product Support</u>: Products are supported with complete engineering drawings and design patents.
- C. <u>Base Worth</u>: An installed base of products worth in excess of one hundred million dollars.
- D. Assets: Excess of twenty million dollars in assets.
- E. Production: Orders are filled within a 40-day schedule.
- F. Facility Operator: Welders and machine operators are certified.

## DELIVERY, STORAGE, AND HANDLING

- A. <u>Delivery</u>: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. <u>Storage</u>: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.
- C. <u>Handling</u>: Protect materials and finish during handling and installation to prevent damage

## **WARRANTY**

- A. Products will be free from defects in material and/or workmanship for a period of three years from the date of invoice.
- B. The warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.

- C. Landscape Forms, Inc. shall, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms service representative.
- E. Purchasers should be aware that normal use of these high quality products can result in superficial damage affecting the finish. Scratches, nicks, and dents are to be considered normal wear and tear, and are not the responsibility of the manufacturer.

## 2.5 FABRICATION

A. Shop assembled bicycle rack.

## 2.6 FINISHES

A. Stainless Steel: Electropolish finish.

# PART 3 EXECUTION

## 3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Install level.
- C. Anchor securely in place.

# 3.3 ADJUSTING

- A. <u>Finish Damage:</u> Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Architect.
- B. <u>Component Damage:</u> Remove and replace damaged components that cannot be successfully repaired as determined by Architect.

## 3.4 CLEANING

- A. Clean rack promptly after installation in accordance with manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that could damage finish.

## 3.5 PROTECTION

A. Protect installed racks to ensure that, except for normal weathering, racks will be without damage or deterioration at time of Substantial Completion.

<u>Basis of Payment</u>: This work will be paid at the contract unit price per each for BICYCLE RACKS.

## **BICYCLE RACKS TO BE MOVED**

<u>Description</u>: This work shall be to remove existing bicycle racks and moving them to the Village of Oak Park's Public Works building at 201 South Boulevard, Oak Park, IL 60302.

This work shall include complete removal of all bicycle racks, including anchoring systems. Any holes remaining in the anchoring systems shall be filled and sealed with epoxy.

<u>Method of Measurement</u>: This work will measured for payment at the contract unit price per each. It will include removal of all anchoring systems, sealing holes from anchoring systems and delivery of the bicycle rack to the Village of Oak Park's Public Works building.

<u>Basis of Payment</u>: This work will be paid at the contract unit price per each for BICYCLE RACKS TO BE MOVED.

## **BIKE SHELTER**

<u>Description</u>: This item shall consist of furnishing and installing a bicycle shelter in accordance with manufacturer's instructions.

Materials: Shelter shall be "Oasis" model, 12' x 41', by Park-a-Bike or engineer approved equal.

## **GLAZING**

Roof panels shall be sealed as required to provide a water-proof barrier in compliance with Fed. Spec. 11-S-001657 using ASTM C-920-79 sealants.

## STRUCTURAL FRAMING

- A. Steel members, unless otherwise noted:
  - 1. Plates, shapes, and bars: ASTM A36.
  - 2. Cold-Formed Tubing: ASTM A 500 Grade B. ASTM A 513 where reg'd.
  - 3. Pipe: ASTM A 53, Type E or S, Grade B.
  - 4. Black and hot-dipped zinc coated, for welded and seamless steel pipe for ordinary use: ASTM A120.
  - 5. Mild steel arc-welded electrodes: ASTM A 233.
- B. The shelter glazing trim and other components shall be fabricated using 6063-TS extruded aluminum members Fed. Spec. QQ-A-200/9C(1). 6061-T6 and 6005-T6 alloy/temper shall be used where required.
- C. Shelter shall be engineered to provide a framework of adequate structural integrity to satisfy the 2003 International Building Code (IBC), and to meet the requirements for snow, wind and seismic loading for the location(s) being considered.
- D. Fasteners:
  - 1. Roof framing, accessories, amenities, wall/ roof trim shall be stainless steel.
  - 2. High strength bolts and nuts: ASTM A 325 or A 490.

- 3. Unfinished bolts and nuts: ASTM A 307 Grade A (to be unexposed in completed product, or finished in field).
- E. Shelter framing components, and the method of fastening them to the supporting foundations, shall be capable of withstanding lateral loads per ANSI A58.1, the IBC, or applicable local building codes, whichever is more stringent.
- F. Field Welding (if necessary) shall comply with AWS Code for procedures of manual shielded metal arc welding, appearance and quality of weld made, and methods in correcting welding work.

## **MATERIALS**

- A. Roof sheathing/glazing shall be shall be translucent polycarbonate structured sheet, standing seam metal.
  - 1. Translucent polycarbonate structured sheet: Multi-wall polycarbonate sheet in 8 mm, 1 0 mm, 16 mm, 20 mm thickness, depending on project and system requirements. Edges and joints to be trimmed with extruded aluminum (or polycarbonate) glazing system, finished to match. Polycarbonate tint to be clear.
  - 2. Standing seam metal to be Stainless Steel.
- B. Joint Sealant:
  - 1. Factory-Applied Sealant: Gunnable, non-hardening, elastomeric sealant. ASTM C920, Type S, Class 12, Grade NS. Fed SpecTT-S-1657, Type 1.n.
  - 2. Field-Applied Sealant: Approved by shelter manufacturer.
- C. Field Fasteners: Comply with shelter manufacturer's instructions for fastener types, quantities, and usage.
- D. Stainless Steel:
  - 1. All stainless steel shall meet the requirements of ASTM A240 and shall be Type 316L.

#### **COLOR AND FINISH**

A. Steel framework finish and extruded aluminum trim and accessories shall be Stainless Steel.

<u>Installation:</u> Ensure location to receive shelter is clean, flat, level, plumb, square, accurately aligned, and correctly located.

The manufacturer shall provide installation instructions complete with diagrams. Installation shall be performed by the manufacturer or his representative (option). The manufacturer shall guarantee the installation for a period of one (1) year from the date of acceptance.

<u>Basis of Payment</u>: This item shall be paid for at the contract unit price, each, for BIKE SHELTER, which shall be payment in full for the work.

#### **CONCRETE PAD**

<u>Description</u>: This work shall consist of construction Portland cement concrete pad on a prepared subbase according to section 423 of the Standard Specifications for the Illinois Department of

Transportation. The concrete pad will be utilized by the Bike Shelter Oasis 12' x 41'. The concrete pad shall be a minimum thickness of 7 inches.

<u>Materials</u>: Materials shall be according to section 1020 of the Standard Specifications for the Illinois Department of Transportation.

Method of Measurement. This work shall be measured for payment per square yard.

Basis of Payment: This item shall be paid for at the contract unit price per square yard for CONCRETE PAD.

## PROTECTIVE SHIELD, SPECIAL

<u>Description.</u> This work shall consist of furnishing and installing approximately one-foot wide aluminum plate extending beyond top flange of existing steel stringer and appurtenances above the LED lighting under the viaducts.

## Materials.

#### A. Aluminum

- a. Extruded Aluminum: ASTM B221, Alloy 6061, Temper
- b. Sheet Aluminum: ASTM B209, Alloy 3005.
- c. Bolts, Nuts, and Washers: Stainless Steel.

## B. Miscellaneous Structural Shapes

a. Beam Clamps: C-Type, Steel, galvanized to ASTM A153 (Max. Load = 500 pounds at Top, 250 pounds at Bottom).

<u>Installation.</u> The aluminum plate shall be permanently attached with connection devices that do not result in any drilling, cutting, or any other damage to the steel beams above the LEDs to prevent moisture from reaching the lighting units.

<u>Method of Measurement</u>. This work shall be measured for payment per square yard of PROTECTIVE SHIELD, SPECIAL.

<u>Basis of Payment</u>: This work shall be paid for at the contract unit price per square yard for PROTECTIVE SHIELD, SPECIAL.

## **VEHICLE CONTROL BOLLARDS**

<u>Description</u>: This work shall consist of furnishing and installing Vehicle Control Bollards around the concrete pad to separate the Bike Shelter from traffic. The Village of Oak Park shall approve the bollard type before construction begins.

<u>Materials:</u> Vehicle control bollards shall be "Annapolis" model, by Landscape Forms Inc., 431 Lawndale Avenue, Kalamazoo, Michigan 49048. or engineer approved equal.

## A. ASTM Testing Standards:

1. ASTM A 500 – Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.

- 2. ASTM A 513 Standard Specification for Electric-Resistance-Welded Carbon and Alloy Steel Mechanical Tubing.
- 3. ASTM B 117 Standard Practice for Operating Salt Spray (Fog) Apparatus.
- 4. ASTM D 522 Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings.
- 5. ASTM D 523 Standard Test Method for Specular Gloss.
- 6. ASTM D 2247 Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
- 7. ASTM D 2794 Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- 8. ASTM D 3359 Standard Test Methods for Measuring Adhesion by Tape Test.
- ASTM D 3363 Standard Test Method for Film Hardness by Pencil Test.
- 10. ASTM G 155 Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials.

## B. ISO Testing Standards:

- 1. ISO 1520 Paints and Varnishes Cupping Test.
- 2. ISO 2815 Paints and Varnishes Buchholz Indentation Test.

<u>Installation.</u> The vehicle control bollards shall be installed per the manufacturer's recommendation.

#### SUBMITTALS

- A. <u>Product Data</u>: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.
- B. <u>Shop Drawings</u>: Submit manufacturer's shop drawings, including plans and elevations, indicating overall dimensions.
- C. Samples: Submit manufacturer's samples of materials, finishes, and colors.
- D. Warranty: Manufacturer's standard warranty.

## QUALITY ASSURANCE

- A. <u>Manufacturer's Qualifications</u>: Manufacturer regularly engaged in manufacture of site furnishings since 1969.
- B. <u>Product Support</u>: Products are supported with complete engineering drawings and design patents.
- C. <u>Base Worth</u>: An installed base of products worth in excess of one hundred million dollars.
- D. Assets: Excess of twenty million dollars in assets.

- E. Production: Orders are filled within a 40-day schedule.
- F. Facility Operator: Welders and machine operators are certified.

## DELIVERY, STORAGE, AND HANDLING

- A. <u>Delivery</u>: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. <u>Storage</u>: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.
- C. <u>Handling</u>: Protect materials and finish during handling and installation to prevent damage.

# WARRANTY

# A. Warranty Information:

- -Products will be free from defects in material and/or workmanship for a period of three years from the date of invoice.
- -The warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.
- Landscape Forms, Inc. shall, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms service representative.
- -Purchasers should be aware that normal use of these high quality products can result in superficial damage affecting the finish. Scratches, nicks, and dents are to be considered normal wear and tear, and are not the responsibility of the manufacturer.

## **BOLLARDS**

- A. "Annapolis" Bollards
  - 1. Style: a. Standard Bollard
  - 2. Size: 6-inch Nominal Diameter.
    - -Outer Diameter Pipe Size: 6.625 inches.
    - -Wall Thickness: 0.280 inches.
    - -Height: 33 inches.
  - 3. Mounting: Removable with embedded socket.

## **MATERIALS**

- A. Bollard Tube: Structural steel tube, ASTM A 500, Grade B.
- B. Bollard Top: Aluminum casting.
- C. <u>Surface Mount Plate</u>: 3/8" thick ASTM A36 steel plate with four 9/16" anchor holes on 8-3/4" dia. bolt circle. Fits inside 10.91" outside dia. cover.

## D. Surface Mount Plate Cover Ring:

- 1. 6 inch nominal pipe
  - -Spun aluminum, Type 5052-H32.
  - -Thickness: 0.160 inch.
  - -Outside Diameter: 10.78 inches.
- F. Color: Silver

## G. Fasteners:

Top Retaining Screw for Bollard Without Plastic Sleeve: 5/16-18 by 1-inch hexsocket button, head cap screw, stainless steel.

## H. Removable Bollard Adjusting Screws:

- -3/8-16 by 1-inch hex-head cap screw, thin nut, and round-base weld nut.
- -Stainless steel.
- I. Removable Bollard Socket: All socket components except the security chain and the bottom cap are hot dip galvanized.
  - 1. Tube:
    - -Structural steel tube, ASTM A 500, Grade B.
    - -Nominal Pipe Size: 8 inches (8.625-inch outside diameter by 0.322-inch wall thickness).
  - 2. Cover Plate: 2-piece, 1/4-inch carbon steel plate, stores in socket.
  - 3. Cover Support Pins: 1/2-inch, cold-finished, 1018 steel round bar.
  - 4. Cover Tab: 1/4-inch by 1-inch, Type 304 stainless steel.
  - 5. Cover Plate Security Chain: 3/16-inch, Grade 30 steel chain, cold galvanized.
  - 6. Chain Attaching Loop: 1/4-inch, cold-finished, 1018 steel round bar.
  - 7. Latch and Alignment Pins: 5/8-inch, cold-finished, steel round bar.
  - 8. Bottom Cap: 8-inch nominal-pipe-size flexible PVC.

## J. Removable Bollard Latching Mechanism:

- 1. Latch: 1/8-inch, Type 304 stainless steel.
- 2. Latch Pin: 1/4-inch diameter by 1/2-inch stainless steel clevis pin with cotter ring.
- 3. Latch Mounting Bracket: 3/16-inch thick by 1.00-inch, Type 304 stainless steel bar.
- 4. Linkage: 1/8-inch diameter, stainless steel round.
- 5. Lock Cam: 0.090-inch by 0.63-inch, stainless steel.
- 6. Lock:
  - -National Cabinet Lock #C8054-C390A-14A keyed alike.
  - -Kevs: 2. brass.
- 7. Lock Mounting Plate: 0.120-inch thick, Type 304 stainless steel.

## RECYCLED CONTENT

- A. Recycled Material Content: Minimum 80 percent.
- B. Post-Consumer Material Content: Minimum 51 percent.

- C. Pre-Consumer Material Content: Minimum 28 percent.
- D. Recyclable Material Content: Minimum 97 percent.

#### **FINISHES**

- A. <u>Finish on Metal, Except Removable Bollard Socket</u>: Landscape Forms, Inc. "Pangard II".
  - 1. Primer: Rust inhibitor.
  - 2. Topcoat: Thermosetting TGIC polyester powder coat. UV, chip, and flake resistant.
  - 3. Test Results: "Pangard II".
    - Gloss Consistency, Gardner 60 Degrees, ASTM D 523: Plus or minus
       5 percent from standard.
    - b. UV Resistance, Color and Gloss, ASTM G 155, Cycle 7: Delta E less than 2 at 2.0 mils and less than 20 percent loss.
    - c. Cross-Hatch Adhesion, ASTM D 3359, Method B: 100 percent pass.
    - d. Flexibility Test, Mandrel, ASTM D 522: 3 mm at 2 mils.
    - e. Erichsen Cupping, ISO 1520: 8 mm.
    - f. Impression Hardness, Buchholz, ISO 2815: 95.
    - g. Impact Test, ASTM D 2794: 60 inch-pounds at 2.5 mils.
    - h. Pencil Hardness, ASTM D 3363: 2H minimum.
    - i. Corrosion Resistance, 1,500-Hour Test, ASTM B 117: Max undercutting 1 mm.
    - j. Humidity Resistance, 1,500-Hour Test, ASTM D 2247: Max blisters 1 mm.
- B. Finish on Socket for Removable Bollards: Hot-dip galvanized.
- C. Color: Silver

#### **EXAMINATION**

- A. Examine areas to receive bollards.
- B. Notify Architect of conditions that would adversely affect installation or subsequent use
- C. Do not begin installation until unacceptable conditions are corrected.

#### INSTALLATION

- A. Install bollards in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Install bollards plumb.

#### **ADJUSTING**

A. <u>Finish Damage:</u> Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Architect.

B. <u>Component Damage</u>: Remove and replace damaged components that cannot be successfully repaired as determined by Architect.

#### CLEANING

- A. Clean bollards promptly after installation in accordance with manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that could damage finish."

#### **PROTECTION**

A. Protect installed bollards to ensure that, except for normal weathering, bollards will be without damage or deterioration at time of Substantial Completion.

Method of Measurement. This work shall be measured for payment per each of VEHICLE CONTROL BOLLARDS.

Basis of Payment: This work shall be paid for at the contract unit price per each for VEHICLE CONTROL BOLLARDS.

#### ART PANEL

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

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

The Art Panel is to be constructed of Digital High Pressure Laminate by iZone or engineer approved equal.

Construction Requirements. The digital graphic surface papers shall be encapsulated with melamine resins pressed over recycled post-consumer kraft paper core sheets impregnated with phenolic resin. The sheets are bonded together at pressures greater that 1200 pounds per square inch at temperatures approaching 300°F (149°C). Finished sheets are trimmed and cut to shape. The sheets shall be 0.500" thick with a smooth black back with an "ICE" finish and is self supporting. The panel shall be mechanically fastened to a suitable substrate or as recommended by the manufacturer.

<u>Maintenance</u>. Maintenance of the product shall be performed as recommended by the manufacturer.

<u>Warranty.</u> Manufacturer warrants that under normal wear and use, the workmanship and materials used in the product purchased from the manufacturer will meet the standards set forth on the applicable specification and that the product will not delaminate, peel, blister, crack or fade for a period of ten (10) years from date of purchase.

In the event that the product does not perform as warranted:

- a) Manufacturer shall be allowed to conduct an on-site inspection and investigation,
- b) Manufacturer shall work directly with end-user to resolve and warranty matter,

- c) The sole remedy will be repair or replacement of the defective product, at the sole discretion of the Manufacturer.
- d) The repair or replacement by Manufacturer shall be limited to the remanufacturer and shipment of the replacement or repaired product to the site of the end-user's product.

The warranty applies to the manufacturer and material used in the manufacture of the product. Manufacturer shall not be liable for any costs, including but not limited to installation, labor or other costs or expenses.

The warranty shall not apply to defects or damage arising from any of the following:

- 1. Accidents, abuse or misuse;
- 2. Exposure to extreme temperature;
- 3. Improper fabrication or installation; or
- 4. Improper maintenance.

Basis of Payment. This work will be paid for at the contract unit price per each for ART PANEL.

#### **PIGEON NETTING**

<u>Description</u>: This item shall consist of furnishing and installing pigeon netting at the locations show on the drawings.

<u>General</u>: Pigeon netting shall be manufactured by Nixalite of America, Inc. or ENGINEER-approved equal. The welded wire mesh barrier shall be stainless steel according to the following:

Wire: 0.047" (18 ga.) (1.19 mm) diameter 304 stainless steel wire.

Process: Welded rigid wire process.

Mesh size: 1/2" (12.7 mm) square mesh.

Roll size: 4' wide by 110' long (1.22 mm x 30.48 m) - 400 sq ft (37 sq m).

Weight: 130 lbs per roll (59 kg).

Wire mesh mounting hardware and surface cleaning system shall be according to the manufacturer's specifications.

Basis of Payment: This work shall not be paid for separately, but shall be considered incidental to ORNAMENTAL METAL PANEL.

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

#### SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

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

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

Replace Article 105.07 of the Standard Specifications with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

## SPECIAL PROVISION FOR INSURANCE

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

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

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:
Village of Oak Park, Illinois
·
The entities listed above and their officers, employees, and agents shall be indemnified and

#### AGREEMENT TO PLAN QUANTITY (BDE)

Effective: January 1, 2012

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

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

# CONSTRUCTION AIR QUALITY - DIESEL RETROFIT (BDE)

Effective: June 1, 2010

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

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

Effective Dates	Horsepower Range	Model Year
June 1, 2010 1/	600-749	2002
ounc 1, 2010	750 and up	2002
1 2044 2/		
June 1, 2011 <sup>2/</sup>	100-299 300-599	2003
	600-749	2001 2002
	750 and up	2006
June 1, 2012 2/	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

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

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

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

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

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

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

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

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

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

## Diesel Retrofit Deficiency Deduction

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

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

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

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

## CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009 Revised: January 2, 2012

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

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

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

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

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

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

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

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

## 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 14.00 % 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 <a href="https://www.dot.il.gov">www.dot.il.gov</a>.

<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:
  - 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:

- 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) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

# **ERRATA FOR THE 2012 STANDARD SPECIFICATIONS (BDE)**

Effective: April 1, 2012 Revised: August 1, 2012

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

## METAL HARDWARE CAST INTO CONCRETE (BDE)

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

Add the following to Article 503.02 of the Standard Specifications:

"(h) Metal Hardware Cast into Concrete ......1006.13"

Add the following to Article 504.02 of the Standard Specifications:

"(j) Metal Hardware Cast into Concrete......1006.13"

Revise Article 1006.13 of the Standard Specifications to read:

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

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

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

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

## 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.

#### PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2012. Revised: August 1, 2012

Revise the second sentence of Article 253.01 of the Standard Specifications to read:

"This work shall consist of furnishing, transporting, and planting woody plants such as trees, shrubs, evergreens, vines, and seedlings."

Revise Article 253.02(a) of the Standard Specifications to read:

"(a) Trees, Shrubs, Evergreens, Vines and Seedlings .......1081.01"

Revise the first sentence of Article 253.08(a) of the Standard Specifications to read:

"(a) Excavation for Deciduous Trees and Evergreen Trees."

Revise the first sentence of Article 253.08(b) of the Standard Specifications to read:

"(b) Excavation for Deciduous Shrubs, Evergreen Shrubs, Vines, and Seedlings."

Revise the first sentence of Article 253.13 of the Standard Specifications to read:

"All deciduous and evergreen trees, with the exception of multi-stem or clump form specimens, over 8 ft (2.5 m) in height shall require three 6 ft (2 m) long steel posts so placed that they are equidistant from each other and adjacent to the outside of the ball."

Revise the first sentence of the second paragraph of Article 253.14 of the Standard Specifications to read:

"This period of establishment for the plants shall not delay acceptance of the entire project and final payment due if the contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities subject to this period of establishment, multiplied by their contract unit prices."

Revise the third sentence of Article 253.16 of the Standard Specifications to read:

"Trees, shrubs, evergreens, and vines will be measured as each individual plant."

Revise Article 253.17 of the Standard Specifications to read:

"253.17 Basis of Payment. This work will be paid for at the contract unit price per each for TREES, SHRUBS, EVERGREENS, or VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.

- (a) Initial Payment. Upon completion of planting, mulch covering, wrapping, and bracing, 90 percent of the pay item(s) will be paid.
- (b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining ten percent of the pay item(s) will be paid."

Revise the first paragraph of Article 1081.01 of the Standard Specifications to read:

"1081.01Trees, Shrubs, Evergreens, Vines, and Seedlings. Trees, shrubs, evergreens, vines, and seedlings shall be according to the current standards adopted by the ANLA."

#### PORTLAND CEMENT CONCRETE (BDE)

Effective: January 1, 2012

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

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

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

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

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

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

Add the following to Article 1003.02 of the Standard Specifications:

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

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

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

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

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

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

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

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

Class	Combined	Sieve Size and Percent Passing						
of	Sizes	2 1/2	2	1 3/4	1 1/2	1	1/2	No.
Concrete 1/	Oizes	in.	in.	in.	in.	in.	in.	4
PV 2/			<u></u>					
	CA 5 & CA 7			100	98±2	72±22	22±12	3±3
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3
SI and SC 2/								
	CA 3 & CA 7	100	95±5			55±25	20±10	3±3
	CA 3 & CA 11	100	95±5			55±25	20±10	3±3
1	CA 5 & CA 7			100	98±2	72±22	22±12	3±3
	CA 5 & CA 11			100	98±2	72±22	22±12	$3\pm3$

Class	Combined	Sieve Size (metric) and Percent Passing						
of ,,	Sizes	63	50	45	37.5	25	12.5	4.75
Concrete 1/	0,200	mm	mm	mm	_mm	mm	mm	mm
PV 2/								
	CA 5 & CA 7			100	98±2	72±22	22±12	$3\pm3$
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3
SI and SC 2/								
	CA 3 & CA 7	100	95±5			55±25	20±10	3±3
	CA 3 & CA 11	100	95±5			55±25	20±10	3±3
	CA 5 & CA 7			100	98±2	72±22	22±12	3±3
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3

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

Add the following to Article 1004.02 of the Standard Specifications:

- (g) Alkali Reaction.
  - (1) Each coarse aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will

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

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

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

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

Revise Section 1020 of the Standard Specifications to read:

## "SECTION 1020. PORTLAND CEMENT CONCRETE

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

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

(a) Cement	Article/Section
(b) Water	1002
(c) Fine Aggregate	1003
(d) Coarse Aggregate	1004
(e) Concrete Admixtures(f) Finely Divided Minerals	1021
(f) Finely Divided Minerals	1010
(g) Concrete Curing Materials	
(h) Straw	1081,06(a)(1)
(i) Calcium Chloride	1013.01

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

Item

Article/Section

(a) Concrete Mixers and Trucks	1103.01
(b) Batching and Weighing Equipment	
(c) Automatic and Semi-Automatic Batching Equipment	
(d) Water Supply Equipment	1103.11
(d) Water Supply Equipment	1101.09
(f) Mobile Portland Cement Concrete Plants	1103.04

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

For the minimum cement factor in Table 1, it shall apply to portland cement, portland-pozzolan cement, and portland blast-furnace slag except when a particular cement is specified in the Table.

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

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

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

		<u>.</u>														
	Coarse Aggregate Gradations (14)	CA 5 & CA 7, CA 5 & CA 11, CA 7, CA 11, or CA 14		CA 7, CA 11, CA 13, CA 14,	or CA 16		CA 13, CA 14, or CA 16	CA 7, CA 11, or CA 14	CA 7, CA 11,	CA7, CA11,CA 13, CA 14, CA 16, or CA 7 & CA 16	CA 11 (11), CA 13 CA 14 (11)	or CA 16	 		 	 -
	Air Content %	5.0 - 8.0			4.0 - 6.0	4.0 - 6.0	4.0 - 6.0	4.0 - 7.0	5.0 - 8.0	5.0 - 8.0 N/A	5.0 - 8.0					
SIA	Mix Design Compressive Strength (Flexurar Strength) psi, minimum Days		3200 (600) Article 701.17(e)(3)b.	at 48 hours	at 24 hours	at 8 hours	t 4 hours	3500 (650) at 48 hours	4000 (675)	See Section 1042	Plans	3500				
V CRITER	Fires Constitution of the	1.8.6	Article	-							-4-					
1918		- ~	<u> </u>		2-6			2-4	2-4		_					
AND MIX DESIGN CRITERIA	Water / Cement Ratio Ib/Ib	0.32 - 0.42		0.32 - 0.44	0.32 - 0.38	0.32 - 0.50	0.32 - 0.40	0.32 - 0.44	0.32 - 0.44	0.32 - 0.44	0.32 - 0.44					
CONCRETE AN	Cement Factor cwt/cu yd (3)	7.05		7.50 7.20 (Ty III)	7.35 7.35 (Tv III) (8)	6.25 (9)	6.75 (9)	7.50 7.20 (Ty III)	7.05	7.05 7.05 (TY III)	7.05	7.05 (ITY III)				
CLASSES OF CONCRETE	Cer Fa	5.65 (1) 6.05 (2)		6.50 6.20 (Ty III)	7.35 7.35 (Tv III) (8)	6.00 (9)	6.75 (9)	6.50 6.20 (Ty III)	6.05	5.65 5.65 (TY III)	5.65	0.65 ( I Y III)				
TABLE 1. (	Specification Section Reference	420 or 421 353 354 423 483 662	442					422	503	1042	504 512	639				
	es O	fidening ment	hing tching (10)			_	-		ucture h Slab	Concrete Items	ssed Members ssed Piles and	ssed Sight Screen		 		 
		Pavement Base Course Base Course Widening Driveway Pavement Shoulders Shoulder Curb	Pavement Patching Bridge Deck Patching (10)	PP-1	PP-2	PP-4	- A-A-A	Railroad Crossing	Bridge Superstr Bridge Approach	Various Precast Concre Wet Cast Dry Cast	Precast Prestressed Members Precast Prestressed Piles and	Extensions Precast Prestress				
	Class of Conc.	Marian	<b>a</b>					R.	BS	PC	PS					

		TABLE 1. (	TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA	ONCRETE	AND MIX	SESIG	N CRITI	ERIA		-		$\overline{}$
			,			S.						_
Class	Use	Specification	Cement Factor	<b>#</b> L	Water /	- 5	Compr	Mix Design Compressive Strenath	n renath	Air Content	Coarse Aggregate	
Conc.		Reference			Ratio	E	(Flex	(Flexural Strength)	igth)	%	Gradations	
	_		cwt/cu yd	ρλ	Ib/lh	۵		nei minimum			(14)	
	-		(a)		2	.⊑	3	Days			=	
			Min.	Max		(4)	3	14	28			_
SO	Drilled Shaft (12)	516	6,65	7.05	0.32 - 0.44	8-8		4000		5.0 - 8.0	5.0 - 8.0 CA 13, CA 14,	
	Sign Structures	734				2		600			of these gradations.	
	Drilled Shaft (12)	037									. =	
	Light Lower Fournation (12)	100	(4)								7 4 7 9 6 4 7	_
SC	Seal Coat	503	5.65 (1) 6.05 (2)	7.05	0.32 - 0.44	3 - 5		3500		Optional	Optional CA 3 & CA 1,	
	-							(059)		6.0 max.	CA 5 & CA 7, CA 7 & CA 11	
		,									CA 7, or CA 11	_
	Structures (except Superstructure)	503									-	
	Sidewalk	424										
	Slope wall	512	٠									
	Box Culverts	540										
ŝ	End Section and Collar	542	5.65 (1)	7.05	0.32 - 0.44	• •		3500		5.0 - 8.0	CA 3 & CA 7,	
	Curb, Gutter, Curb & Gutter,		6.05 (2)			(2)		(029)			CA 3 & CA 11,	
	Median, and Paved Ditch	909									CA 5 & CA 7,	
	Concrete Barrier	637									CA 5 & CA 11,	
	Sign Structures	734									CA 7, CA 11, CA 13,	
	Spread Footing										CA 14, or CA 16	_
	Concrete Foundation										(13)	
	Pole Foundation (12)	836									-	
	Traffic Signal Foundation	878										
	Drilled Shaft (12)											
	Square or Rectangular											_

Notes:

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ruck-mixed or shrink-mixed. Shrink-mixed concrete will not be permitted for Class PV concrete.

For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, the cement factor shall be increased by ten percent. **E00** 

he maximum slump may be increased to 7 in. when a high range water-reducing admixture is used for all classes of concrete, except Class PV, SC, and PP. For Class SC, the maximum slump may be increased to 8 in. For Class PP-1, the maximum slump may be increased to 6 in. For Class PS, the 7 in. maximum slump may be increased to 8 1/2 in. if the high range water-reducing admixture is the polycarboxylate type.

The slump range for slipform construction shall be 1/2 to 1 1/2 in.

f concrete is placed to displace drilling fluid, or against temporary casing, the slump shall be 8 - 10 in. at the point of placement. If a water-reducing admixture is used in lieu of a high range water-reducing admixture according to Article 1020.05(b)(7), the slump shall be 2 - 4 in. 60

For Class BS concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching. 9

In addition to the Type III portland cement, 100 lb/cu yd of ground granulated blast-furnace slag and 50 lb/cu yd of microsilica (silica fume) shall be used. For an air temperature greater than 85 °F, the Type III portland cement may be replaced with Type I or II portland cement. 8

The cement shall be a rapid hardening cement from the Department's "Approved List of Packaged, Dry, Rapid 6)

For Class PP concrete used in bridge deck patching, the aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching. In addition, the mix design shall have 72 hours to obtain a 4,000 psi Hardening Cementitious Materials for Concrete Repairs" for PP-4 and calcium aluminate cement for PP-5. compressive or 675 psi flexural strength for all PP mix designs. (10)

The nominal maximum size permitted is 3/4 in. Nominal maximum size is defined as the largest sieve which retains  $\overline{3}$ 

any of the aggregate sample particles.

The concrete mix shall be designed to remain fluid throughout the anticipated duration of the pour plus one hour. At the Engineer's discretion, the Contractor may be required to conduct a minimum 2 cu yd trial batch to verify the mix (12)

CA 3 or CA 5 may be used when the nominal maximum size does not exceed two-thirds the clear distance between parallel reinforcement bars, or between the reinforcement bar and the form. Nominal maximum size is defined in Note (13)

2 Refer also Alternate combinations of gradations sizes may be used with the approval of the Engineer. Article 1004.02(d) for additional information on combining sizes. (14)

	Coarse Aggregate Gradations	(14)			CA 5.8. CA 7.	5.0 - 8.0 CA 5.8 CA 11, CA 7. CA 11, or	CA 14			4.0 - 7.0 CA 13, CA 14,	or CA 16	-		4.0 - 6.0 CA 13, CA 14, or CA 16	4.0 - 7.0 CA 7, CA 11, or CA 14	5.0 - 8.0 CA 7, CA 11, or CA 14 (7)	CA7, CA11, CA13,	5.0 - 8.0 CA 14, CA 16, or N/A CA 7 & CA 16	SA 11 (11).	5.0 - 8.0 CA 13, CA 14 (11),	2
	Air Content	?				5.0 - 8.0	<u> </u>			4.0 - 7.0	4.0 - 6.0 or CA 16	4.0 - 6.0	4.0 - 6.0	4.0 6.0 ( )	4.0 - 7.0	5.0 - 8.0	<u>.</u>	5.0 - 8.0   0 N/A		5.0 - 8.0 (	
ERIA (metric)	Mix Design Compressive Strength (Flexural Strength)	kPa, minimum	Days	3 14 28	Tv III 24.000	2 50 - 100 24,000 (4500) (5) (4500)		22,100 (4150)	Article 701.17(e)(3)b.	at 48 hours	at 24 hours	at 16 hours	at 8 hours	at 4 hours	24,000 (4500) at 48 hours	27,500 (4650)	:	See Section 1042	Plans	_	24,000
IGN CRITI	S - n E	۵	L (*)	(†) 		50 - 100				50 - 100	20 - 120	50 - 100	50 - 150	50 - 200	50 - 100	50 - 100 (5)		25 - 100		25 - 100	
MIX DESI	Water / Cement Ratio	1	Kg/Kg			0.32 - 0.42				0.32 - 0.44	0.32 - 0.38	0.32 - 0.35   50 - 100	0.32 - 0.50   50 - 150	0.32 - 0.40   50 - 200	0.32 - 0.44	0.32 - 0.44		0.32 - 0.44   25 - 100		0.32 - 0.44   25 - 100	
TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA (metric)	Sement Factor	kg/cu m		Max		418				445 425 (Ty III)	435	435 (Ty III) (8) 435 (Ty III) (8)	370 (9)	400 (9)	445 425 (Ty III)	418		418 418 (TY III)		418 418 (TY III)	
ASSES OF CO	Cement Factor	kg/ci	2	Min.		335 (1) 360 (2)	:			385 365 (Ty III)	435	435 (Ty III) (8)	355 (9)	400 (9)	385 365 (Ty III)	360		335 (TY III)		335 335 (TY III)	
BLE 1. CL/	Specification Section Reference				420 or 421 353	354 423	483 662	442							422	503		1042	504	512	639
TA	Use				Pavement Base Course	Base Course Widening Driveway Pavement	Shoulders Shoulder Curb	Pavement Patching Bridge Deck Patching (10)		PP-1	PP-2	PP-3	PP-4	PP-5	Railroad Crossing	Bridge Superstructure Bridge Approach Slab	Various Precast Concrete Items	Wet Cast	Precast Prestressed Members	Precast Prestressed Piles and	Precast Prestressed Sight Screen
	Class of Conc.	<i>i</i>				₽		PP							RR	BS		ည		PS	

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ruck-mixed or shrink-mixed. Shrink-mixed concrete will not be permitted for Class PV concrete.

or Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete,

The maximum slump may be increased to 175 mm when a high range water-reducing admixture is used for all classes of concrete except Class PV, SC, and PP. For Class SC, the maximum slump may be increased to 200 mm. For Class PP-1, the maximum slump may be increased to 150 mm. For Class PS, the 175 mm maximum slump may be the cement factor shall be increased by ten percent,

ncreased to 215 mm if the high range water-reducing admixture is the polycarboxylate type. he slump range for slipform construction shall be 13 to 40 mm.

point of placement. If a water-reducing admixture is used in lieu of a high range water-reducing admixture according If concrete is placed to displace drilling fluid, or against temporary casing, the slump shall be 200 - 250 mm at the to Article 1020.05(b)(7), the slump shall be 50 – 100 mm. (Q)

For Class BS concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching. 0

In addition to the Type III portland cement, 60 kg/cu m of ground granulated blast-furnace slag and 30 kg/cu m of microsilica (silica fume) shall be used. For an air temperature greater than 30 °C, the Type III portland cement may be replaced with Type I or II portland cement. 8

The cement shall be a rapid hardening cement from the Department's "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs" for PP-4 and calcium aluminate cement for PP-5. 6

For Class PP concrete used in bridge deck patching, the aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching. In addition, the mix design shall have 72 hours to obtain a 27,500 kPa (10)

The nominal maximum size permitted is 19 mm. Nominal maximum size is defined as the largest sieve which retains compressive or 4,650 kPa flexural (11)

The concrete mix shall be designed to remain fluid throughout the anticipated duration of the pour plus one hour. At he Engineer's discretion, the Contractor may be required to conduct a minimum 1.5 cu m trial batch to verify the mix any of the aggregate sample particles. (12)

CA 3 or CA 5 may be used when the nominal maximum size does not exceed two-thirds the clear distance between parallel reinforcement bars, or between the reinforcement bar and the form. Nominal maximum size is defined in Note (13)

Alternate combinations of gradation sizes may be used with the approval of the Engineer. Refer also to Article 1004.02(d) for additional information on combining sizes. (14)

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

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

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

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

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

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

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

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

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

Admixture use shall be according to the following.

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

admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant, but a retarding admixture shall not be used unless approved by the Engineer.

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

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

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

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

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

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

- a. Measurements of fly ash and portland cement shall be rounded up to the nearest 5 lb (2.5 kg).
- b. When Class F fly ash is used in cement aggregate mixture II, Class PV, BS, PC, PS, DS, SC, and SI concrete, the amount of portland cement replaced shall not exceed 25 percent by weight (mass).
- c. When Class C fly ash is used in cement aggregate mixture II, Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete, the amount of portland cement replaced shall not exceed 30 percent by weight (mass).
- d. Fly ash may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.
- (2) Ground Granulated Blast-Furnace (GGBF) Slag. At the Contractor's option, GGBF slag may partially replace portland cement in concrete mixtures, for Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete. For Class PP-3 concrete, GGBF slag shall be used according to Article 1020.04.

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

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

(3) Microsilica. At the Contractor's option, microsilica may be added at a maximum of 5.0 percent by weight (mass) of the cement and finely divided minerals summed together.

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

- (4) High Reactivity Metakaolin (HRM). At the Contractor's option, HRM may be added at a maximum of 5.0 percent by weight (mass) of the cement and finely divided minerals summed together.
- (5) Mixtures with Multiple Finely Divided Minerals. Except as specified for Class PP-3 concrete, the Contractor has the option to use more than one finely divided mineral in Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete as follows.
  - a. The mixture shall contain a maximum of two finely divided minerals. The finely divided mineral in portland-pozzolan cement or portland blast-furnace slag cement shall count toward the total number of finely divided minerals allowed. The finely divided minerals shall constitute a maximum of 35.0 percent of the total cement plus finely divided minerals. The fly ash portion shall not exceed 30.0 percent for Class C fly ash or 25.0 percent for Class F fly ash. The Class C and F fly ash combination shall not exceed 30.0 percent. The ground granulated blast-furnace slag portion shall not exceed 35.0 percent. The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed ten percent. The finely divided mineral in the portland-pozzolan cement or portland blast-furnace slag blended cement shall apply to the maximum 35.0 percent.
  - b. Central Mixed. For Class PV, SC, and SI concrete, the mixture shall contain a minimum of 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together. If a water-reducing or high-range water-reducing admixture is used, the Contractor has the option to use a minimum of 535 lbs/cu yd (320 kg/cu m).
  - c. Truck-Mixed or Shrink-Mixed. For Class PV (only truck-mixed permitted), SC, and SI concrete, the mixture shall contain a minimum of 605 lbs/cu yd (360 kg/cu m) of cement and finely divided minerals summed together. If a water-reducing or high-range water-reducing admixture is used, the Contractor has the option to use a minimum of 575 lbs/cu yd (345 kg/cu m).
  - d. Central-Mixed, Truck-Mixed or Shrink-Mixed. For Class PP-1 and RR concrete, the mixture shall contain a minimum of 650 lbs/cu yd (385 kg/cu m) of cement and finely divided minerals summed together. For Class PP-1 and RR concrete using Type III portland cement, the mixture shall contain a minimum of 620 lbs/cu yd (365 kg/cu m).

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

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

- e. Central-Mixed or Truck-Mixed. For Class PC and PS concrete, the mixture shall contain a minimum of 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together.
- f. The mixture shall contain a maximum of 705 lbs/cu yd (418 kg/cu m) of cement and finely divided mineral(s) summed together for Class PV, BS, PC, PS, DS, SC, and SI concrete. For Class PP-1 and RR concrete, the mixture shall contain a maximum of 750 lbs/cu yd (445 kg/cu m). For Class PP-1 and RR concrete using Type III portland cement, the mixture shall contain a maximum of 720 lbs/cu yd (425 kg/cu m). For Class PP-2 concrete, the mixture shall contain a maximum of 735 lbs/cu yd (435 kg/cu m).
- g. For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, the allowable cement and finely divided minerals summed together shall be increased by ten percent.
- h. The combination of cement and finely divided minerals shall comply with Article 1020.05(d).
- (d) Alkali-Silica Reaction. For cast-in-place (includes cement aggregate mixture II), precast, and precast prestressed concrete, one of the mixture options provided in Article 1020.05(d)(2) shall be used to reduce the risk of a deleterious alkali-silica reaction in concrete exposed to humid or wet conditions. The mixture options are not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate, or sodium formate. The mixture options will not be required for the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy.

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

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

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

(2) Mixture Options. Based upon the aggregate group, the following mixture options shall be used. However, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silika reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

Group I – Mixture options are not applicable. Use any cement or finely divided mineral.

Group II – Mixture options 1, 2, 3, 4, or 5 shall be used.

Group III - Mixture options 1, combine 2 with 3, 4 or 5 shall be used.

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

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

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

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

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

b. Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow.

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

If the maximum total equivalent available alkali content (Na<sub>2</sub>O + 0.658 $K_2$ O) exceeds 4.50 percent for the Class F fly ash, it may be used only if it complies with Mixture Option 5.

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

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

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

If the maximum total equivalent available alkali content ( $Na_2O + 0.658K_2O$ ) exceeds 1.00 percent for the ground granulated blast-furnace slag, it may be used only per Mixture Option 5.

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

If the maximum total equivalent available alkali content ( $Na_2O + 0.658K_2O$ ) exceeds 1.00 percent for the Microsilica or High Reactivity Metakaolin, it may be used only if it complies with Mixture Option 5.

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

involved and the Contractor desires to use a finely divided mineral, any finely divided mineral may be used with the cement unless the maximum total equivalent available alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) exceeds 4.50 percent for the fly ash; or 1.00 percent for the ground granulated blast-furnace slag, microsilica, or high reactivity metakaolin. If the alkali content is exceeded, the finely divided mineral may be used only per Mixture Option 5.

e. Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The laboratory performing the ASTM C 1567 test shall be approved by the Department according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Laboratory Requirements for Alkali-Silica Reactivity (ASR) Testing". The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

part of the batch is started. The required mixing times will be established by the Engineer for all types of stationary mixers.

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

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

- (2) Truck-Mixed Concrete. Truck-mixed concrete is completely mixed and delivered in a truck mixer. When the mixer is charged with fine and coarse aggregates simultaneously, not less than 60 nor more than 100 revolutions of the drum or blades at mixing speed shall be required, after all of the ingredients including water are in the drum. When fine and coarse aggregates are charged separately, not less than 70 revolutions will be required. Additional mixing beyond 100 revolutions shall be at agitating speed unless additions of water, admixtures, cement, or other materials are made at the jobsite. The mixing operation shall begin immediately after the cement and water, or the cement and wet aggregates, come in contact. The ingredients of the batch shall be completely discharged from the drum before the succeeding batch is introduced. The drum and auxiliary parts of the equipment shall be kept free from accumulations of materials. If additional water or an admixture is added at the jobsite, the concrete batch shall be mixed a minimum of 40 additional revolutions after each addition.
- (3) Shrink-Mixed Concrete. Shrink-mixed concrete is mixed partially in a stationary mixer and completed in a truck mixer for delivery. The mixing time of the stationary mixer may be reduced to a minimum of 30 seconds to intermingle the ingredients, before transferring to the truck mixer. All ingredients for the batch shall be in the stationary mixer and partially mixed before any of the mixture is discharged into the truck mixer. The partially mixed batch shall be transferred to the truck mixer without delay and without loss of any portion of the batch, and mixing in the truck mixer shall start immediately. The mixing time in the truck mixer shall be not less than 50 nor more than 100 revolutions of the drum or blades at mixing speed. Additional mixing beyond 100 revolutions shall be at agitating speed, unless additions of water, admixtures, cement, or other materials are made at the jobsite. Units designed as agitators shall not be used for shrink mixing. The ingredients of the batch shall be completely discharged from the drum before the succeeding batch is introduced. The drum and auxiliary parts of the equipment shall be kept free from accumulations of materials. If additional water or an admixture is added at the jobsite, the concrete batch shall be mixed a minimum of 40 additional revolutions after each addition.

- (4) Mixing Water. Wash water shall be completely discharged from the drum or container before a batch is introduced. All mixing water shall be added at the plant and any adjustment of water at the jobsite by the Contractor shall not exceed the specified maximum water/cement ratio or slump. If strength specimens have been made for a batch of concrete, and subsequently during discharge there is more water added, additional strength specimens shall be made for the batch of concrete. No additional water may be added at the jobsite to central-mixed concrete if the mix design has less than 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together.
- (5) Mixing and Agitating Speeds. The mixing or agitating speeds used for truck mixers or truck agitators shall be per the manufacturer's rating plate.
- (6) Capacities. The volume of plastic concrete in a given batch will be determined according to AASHTO T 121, based on the total weight (mass) of the batch, determined either from the weight (masses) of all materials, including water, entering the batch or directly from the net weight (mass) of the concrete in the batch as delivered.

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

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

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

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

Concrete Temperature at Point	Haul	Time
of Discharge °F (°C)	Hours	Minutes
50-64 (10-17.5)	1	30

>64 (>17.5) - without retarder	1	0
>64 (>17.5) - with retarder	1	30

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

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

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

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

Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.

- d. The maximum air content difference between deliveries of concrete shall be 1.5 percent when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the air content difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for air content by the Contractor. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.
- e. Strength tests shall be performed and taken at the jobsite for each plant. When a specified strength test is to be performed, it shall be conducted for each plant at the same time. The difference between plants for strength shall not exceed 900 psi (6200 kPa) compressive and 90 psi (620 kPa) flexural. If the strength difference requirements are exceeded, the Contractor shall take corrective action.
- f. The maximum haul time difference between deliveries of concrete shall be 15 minutes. If the difference is exceeded, but haul time is within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and check subsequent deliveries of concrete.
- (b) Class PC Concrete. The concrete shall be central-mixed or truck-mixed. Variations in plastic concrete properties shall be minimized between batches.
- (c) Class PV Concrete. The concrete shall be central-mixed or truck-mixed.

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

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

The Contractor shall furnish the labor, equipment, and material required to perform the testing according to the current Bureau of Materials and Physical Research's Policy

Memorandum, "Field Test Procedures for Mixer Performance and Concrete Uniformity Tests".

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

- (1) The plant and truck delivery operation shall be able to provide a minimum of 50 cu yd (38 cu m) of concrete per hour.
- (2) The plant shall have automatic or semi-automatic batching equipment.
- (d) All Other Classes of Concrete. The concrete shall be central-mixed, truck-mixed, or shrink-mixed concrete.
- **1020.12 Mobile Portland Cement Concrete Plants.** The use of a mobile portland cement concrete plant may be approved under the provisions of Article 1020.10 for volumetric proportioning in small isolated structures, thin overlays, and for miscellaneous and incidental concrete items.

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

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

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

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

· INDEX TABLE OF (	CURING AND PROTECTION C		
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete 11/		Ditto	TROTEOTICIVINETTIODO
Pavement			
Shoulder	1020.13(a)(1)(2)(3)(4)(5) 3/5/	3	1020.13(c)
Base Course			1-7
Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) 2/	3	1020.13(c)
Driveway			
Median Barrier			
Curb			
Gutter	1020.13(a)(1)(2)(3)(4)(5) 4/5/	3	1020.13(c) 16/
Curb & Gutter		ŭ	1020.10(0)
Sidewalk			
Slope Wall			
Paved Ditch			
Catch Basin Manhole	1020.13(a)(1)(2)(3)(4)(5) 4/	2	4000 40(-)
Inlet	1020.13(a)(1)(2)(3)(4)(5)	3	1020.13(c)
Valve Vault			
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) 2/	3 12/	1020.13(c)
Bridge Deck Patching	1020.13(a)(3)(5)	3 or 7 <sup>12/</sup>	1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles and Drilled Shafts	1020.13(a)(3)(5)	7	1020.13(d)(1)(2)(3)
Foundations & Footings	: • • • • • • • • • • • • • • • • • • •	· · · · · · · · · · · · · · · · · · ·	1020.10(0)(1)(2)(0)
Seal Coat	1020.13(a)(1)(2)(3)(4)(5) 4/6/	7	1020.13(d)(1)(2)(3)
Substructure	1020.13(a)(1)(2)(3)(4)(5) 1/7/	7	1020.13(d)(1)(2)(3)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) 8/	7	1020.13(d)(1)(2)
Deck			1,1,2,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1
_Bridge Approach Slab	1020.13(a)(5)	7	1020.13(d)(1)(2) 17/
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) 1/7/	7	1020.13(d)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) 1/	7	1020.13(d)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) 4/6/	7	1020.13(d)(1)(2) 18/
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
Precast Concrete 11/			1020.10(0)
Bridge Slabs			
Piles and Pile Caps	1020.13(a)(3)(5) 9/10/	As 13/	9/
Other Structural Members		Required	
All Other Precast Items	1020.13(a)(3)(4)(5) 2/ 9/ 10/	As 14/	9/
	<u> </u>	Required	
recast, Prestressed Concrete 11			
		Until Strand	
All Items	1020(a)(3)(5) 9/10/	Tensioning is	9/
		Released 15/	

## Notes-General:

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

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

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

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

(2) Polyethylene Sheeting Method. The surface of the concrete shall be covered with white polyethylene sheeting as soon as the concrete has hardened sufficiently to prevent marring the surface. The surface of the concrete shall be wetted immediately before the sheeting is placed. The edges of the sheeting shall be weighted securely with a continuous windrow of earth or any other means satisfactory to the Engineer to provide an air-tight cover. Adjoining sheets shall overlap not less than 12 in. (300 mm) and the laps shall be securely weighted with earth, or any other means satisfactory to the Engineer, to provide an air tight cover.

For surface and base course concrete, the polyethylene sheets shall be not less than 100 ft (30 m) in length nor longer than can be conveniently handled, and shall be of such width that, when in place, they will cover the full width of the surface, including the edges, except that separate strips may be used to cover the edges. Any tears or holes in the sheeting shall be repaired. When sheets are no longer serviceable as a single unit, the Contractor may select from such sheets and reuse those which will serve for further applications, provided two sheets are used as a single unit; however, the double sheet units will be rejected when the Engineer deems that they no longer provide an air tight cover.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (3) Protection Method III. As soon as the surface is sufficiently set to prevent marring, the concrete shall be covered with 12 in. (300 mm) of loose, dry straw followed by a layer of impermeable covering. The edges of the covering shall be sealed to prevent circulation of air and prevent the cover from flapping or blowing. The protection shall remain in place until the concrete is seven days old. If construction operations require removal, the protection removed shall be replaced immediately after completion or suspension of such operations.
- **1020.14 Temperature Control for Placement.** Temperature control for concrete placement shall be according to the following.
  - (a) Concrete other than Structures. Concrete may be placed when the air temperature is above 35 °F (2 °C) and rising, and concrete placement shall stop when the falling temperature reaches 40 °F (4 °C) or below, unless otherwise approved by the Engineer.

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

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

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

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

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

- (c) All Classes of Concrete. Aggregates and water shall be heated or cooled uniformly and as necessary to produce concrete within the specified temperature limits. No frozen aggregates shall be used in the concrete.
- (d) Temperature. The concrete temperature shall be determined according to Illinois Modified AASHTO T 309.
- 1020.15 Heat of Hydration Control for Concrete Structures. The Contractor shall control the heat of hydration for concrete structures when the least dimension for a drilled shaft, foundation, footing, substructure, or superstructure concrete pour exceeds 5.0 ft (1.5 m). The work shall be according to the following.
  - (a) Temperature Restrictions. The maximum temperature of the concrete after placement shall not exceed 150 °F (66 °C). The maximum temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface shall not exceed 35 °F (19 °C). The Contractor shall perform temperature monitoring to ensure compliance with the temperature restrictions.
  - (b) Thermal Control Plan. The Contractor shall provide a thermal control plan a minimum of 28 calendar days prior to concrete placement for review by the Engineer. Acceptance of the thermal control plan by the Engineer shall not preclude the Contractor from specification compliance, and from preventing cracks in the concrete. At a minimum, the thermal control plan shall provide detailed information on the following requested items and shall comply with the specific specifications indicated for each item.
    - (1) Concrete mix design(s) to be used. Grout mix design if post-cooling with embedded pipe.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- completion of the monitoring period, the Contractor shall provide the Engineer a final report that includes all temperature data and corrective actions.
- (7) Indicate contingency operations to be used if the maximum temperature or temperature differential of the concrete is reached after placement.
- (c) Temperature Restriction Violations. If the maximum temperature of the concrete after placement exceeds 150 °F (66 °C), but is less than 158 °F (70 °C), the concrete will be accepted if no cracking or other unacceptable defects are identified. If cracking or unacceptable defects are identified, Article 105.03 shall apply. If the concrete temperature exceeds 158 °F (70 °C), Article 105.03 shall apply.

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

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

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

80279

## PORTLAND CEMENT CONCRETE SIDEWALK (BDE)

Effective: January 1, 2012

Revise Article 424.07 of the Standard Specifications to read:

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

Expansion joints shall be placed in locations as follows.

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

80280

## QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)

Effective: January 1, 2012

Add the following to Section 1020 of the Standard Specifications:

"1020.16 Quality Control/Quality Assurance of Concrete Mixtures. This Article specifies the quality control responsibilities of the Contractor for concrete mixtures (except Class PC and PS concrete), cement aggregate mixture II, and controlled low-strength material incorporated in the project, and defines the quality assurance and acceptance responsibilities of the Engineer.

A list of quality control/quality assurance (QC/QA) documents is provided in Article 1020.16(g), Schedule D.

A Level I Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete testing.

A Level II Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete proportioning.

A Level III Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete mix design.

A Concrete Tester shall be defined as an individual who has successfully completed the Department's training to assist with concrete testing and is monitored on a daily basis.

Aggregate Technician shall be defined as an individual who has successfully completed the Department's training for gradation testing involving aggregate production and mixtures.

Mixture Aggregate Technician shall be defined as an individual who has successfully completed the Department's training for gradation testing involving mixtures.

Gradation Technician shall be defined as an individual who has successfully completed the Department's training to assist with gradation testing and is monitored on a daily basis.

(a) Equipment/Laboratory. The Contractor shall provide a laboratory and test equipment to perform their quality control testing.

The laboratory shall be of sufficient size and be furnished with the necessary equipment, supplies, and current published test methods for adequately and safely performing all required tests. The laboratory will be approved by the Engineer according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Private Laboratory Requirements for Construction Materials Testing or Mix Design". Production of a mixture shall not begin until the Engineer provides written approval of the laboratory.

The Contractor shall refer to the Department's "Required Sampling and Testing Equipment for Concrete" for equipment requirements.

Test equipment shall be maintained and calibrated as required by the appropriate test method, and when required by the Engineer. This information shall be documented on the Department's "Calibration of Concrete Testing Equipment" form.

Test equipment used to determine compressive or flexural strength shall be calibrated each 12 month period by an independent agency, using calibration equipment traceable to the National Institute of Standards and Technology (NIST). The Contractor shall have the calibration documentation available at the test equipment location.

The Engineer will have unrestricted access to the plant and laboratory at any time to inspect measuring and testing equipment, and will notify the Contractor of any deficiencies. Defective equipment shall be immediately repaired or replaced by the Contractor.

(b) Quality Control Plan. The Contractor shall submit, in writing, a proposed Quality Control (QC) Plan to the Engineer. The QC Plan shall be submitted a minimum of 45 calendar days prior to the production of a mixture. The QC Plan shall address the quality control of the concrete, cement aggregate mixture II, and controlled low-strength material incorporated in the project. The Contractor shall refer to the Department's "Model Quality Control Plan for Concrete Production" to prepare a QC Plan. The Engineer will respond in writing to the Contractor's proposed QC Plan within 15 calendar days of receipt.

Production of a mixture shall not begin until the Engineer provides written approval of the QC Plan. The approved QC Plan shall become a part of the contract between the Department and the Contractor, but shall not be construed as acceptance of any mixture produced.

The QC Plan may be amended during the progress of the work, by either party, subject to mutual agreement. The Engineer will respond in writing to a Contractor's proposed QC Plan amendment within 15 calendar days of receipt. The response will indicate the approval or denial of the Contractor's proposed QC Plan amendment.

(c) Quality Control by Contractor. The Contractor shall perform quality control inspection, sampling, testing, and documentation to meet contract requirements. Quality control includes the recognition of obvious defects and their immediate correction. Quality control also includes appropriate action when passing test results are near specification limits, or to resolve test result differences with the Engineer. Quality control may require increased testing, communication of test results to the plant or the jobsite, modification of operations, suspension of mixture production, rejection of material, or other actions as appropriate. The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported no later than the start of the next work day.

When a mixture does not comply with specifications, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work, according to Article 105.03.

(1) Personnel Requirements. The Contractor shall provide a Quality Control (QC) Manager who will have overall responsibility and authority for quality control. The jobsite and plant personnel shall be able to contact the QC Manager by cellular phone, two-way radio or other methods approved by the Engineer.

The QC Manager shall visit the jobsite a minimum of once a week. A visit shall be performed the day of a bridge deck pour, the day a non-routine mixture is placed as determined by the Engineer, or the day a plant is anticipated to produce more than 1000 cu yd (765 cu m). Any of the three required visits may be used to meet the once per week minimum requirement.

The Contractor shall provide personnel to perform the required inspections, sampling, testing and documentation in a timely manner. The Contractor shall refer to the Department's "Qualifications and Duties of Concrete Quality Control Personnel" document.

A Level I PCC Technician shall be provided at the jobsite during mixture production and placement, and may supervise concurrent pours on the project. For concurrent pours, a minimum of one Concrete Tester shall be required at each pour location. If the Level I PCC Technician is at one of the pour locations, a Concrete Tester is still required at the same location. Each Concrete Tester shall be able to contact the Level I PCC Technician by cellular phone, two-way radio or other methods approved by the Engineer. A single Level I PCC Technician shall not supervise concurrent pours for multiple contracts.

A Level II PCC Technician shall be provided at the plant, or shall be available, during mixture production and placement. A Level II PCC Technician may supervise a maximum of three plants. Whenever the Level II PCC Technician is not at the plant during mixture production and placement, a Concrete Tester or Level I PCC Technician shall be present at the plant to perform any necessary concrete tests. The Concrete Tester, Level I PCC Technician, or other individual shall also be trained to perform any necessary aggregate moisture tests, if the Level II PCC Technician is not at the plant during mixture production and placement. The Concrete Tester, Level I PCC Technician, plant personnel, and jobsite personnel shall have the ability to contact the Level II PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer.

For a mixture which is produced and placed with a mobile portland cement concrete plant as defined in Article 1103.04, a Level II PCC Technician shall be provided. The Level II PCC Technician shall be present at all times during mixture production and placement.

A Concrete Tester, Mixture Aggregate Technician, and Aggregate Technician may provide assistance with sampling and testing. A Gradation Technician may provide assistance with testing. A Concrete Tester shall be supervised by a Level I or Level II PCC Technician. A Gradation Technician shall be supervised by a Level II PCC Technician, Mixture Aggregate Technician, or Aggregate Technician.

- (2) Required Plant Tests. Sampling and testing shall be performed at the plant, or at a location approved by the Engineer, to control the production of a mixture. The required minimum Contractor plant sampling and testing is indicated in Article 1020.16(g) Schedule A.
- (3) Required Field Tests. Sampling and testing shall be performed at the jobsite to control the production of a mixture, and to comply with specifications for placement. For standard curing, after initial curing, and for strength testing; the location shall be approved by the Engineer. The required minimum Contractor jobsite sampling and testing is indicated in Article 1020.16(g), Schedule B.
- (d) Quality Assurance by Engineer. The Engineer will perform quality assurance tests on independent samples and split samples. An independent sample is a field sample obtained and tested by only one party. A split sample is one of two equal portions of a field sample, where two parties each receive one portion for testing. The Engineer may request the Contractor to obtain a split sample. Aggregate split samples and any failing strength specimen shall be retained until permission is given by the Engineer for disposal. The results of all quality assurance tests by the Engineer will be made available to the Contractor. However, Contractor split sample test results shall be provided to the Engineer before Department test results are revealed. The Engineer's quality assurance independent sample and split sample testing is indicated in Article 1020.16(g), Schedule C.
  - (1) Strength Testing. For strength testing, Article 1020.09 shall apply, except the Contractor and Engineer beam strength specimens may be cured in the same tank.
  - (2) Comparing Test Results. Differences between the Engineer's and the Contractor's split sample test results will not be considered extreme if within the following limits:

Test Parameter	Acceptable Limits of Precision
Slump	0.75 in. (20 mm)
Air Content	0.9%
Compressive Strength	900 psi (6200 kPa)
Flexural Strength	90 psi (620 kPa)
Aggregate Gradation	See "Guideline for Sample Comparison" in Appendix "A" of the Manual of Test Procedures for Materials.

When acceptable limits of precision have been met, but only one party is within specification limits, the failing test shall be resolved before the material may be considered for acceptance.

#### (3) Test Results and Specification Limits.

- a. Split Sample Testing. If either the Engineer's or the Contractor's split sample test result is not within specification limits, and the other party is within specification limits; immediate retests on a split sample shall be performed for slump, air content, or aggregate gradation. A passing retest result by each party will require no further action. If either the Engineer's or Contractor's slump, air content, or aggregate gradation split sample retest result is a failure; or if either the Engineer's or Contractor's strength test result is a failure, and the other party is within specification limits; the following actions shall be initiated to investigate the test failure:
  - 1. The Engineer and the Contractor shall investigate the sampling method, test procedure, equipment condition, equipment calibration, and other factors.
  - 2. The Engineer or the Contractor shall replace test equipment, as determined by the Engineer.
  - 3. The Engineer and the Contractor shall perform additional testing on split samples, as determined by the Engineer.

For aggregate gradation, jobsite slump, and jobsite air content; if the failing split sample test result is not resolved according to 1., 2., or 3., and the mixture has not been placed, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work according to Article 105.03. If the mixture has already been placed, or if a failing strength test result is not resolved according to 1., 2., or 3., the material will be considered unacceptable.

If a continued trend of difference exists between the Engineer's and the Contractor's split sample test results, or if split sample test results exceed the acceptable limits of precision, the Engineer and the Contractor shall investigate according to items 1., 2., and 3.

b. Independent Sample Testing. For aggregate gradation, jobsite slump, and jobsite air content; if the result of a quality assurance test on a sample independently obtained by the Engineer is not within specification limits, and the mixture has not been placed, the Contractor shall reject the material, unless the Engineer accepts the material for incorporation in the work according to Article 105.03. If the mixture has already been placed or the Engineer obtains a failing strength test result, the material will be considered unacceptable.

- (e) Acceptance by the Engineer. Final acceptance will be based on the Standard Specifications and the following:
  - (1) The Contractor's compliance with all contract documents for quality control.
  - (2) Validation of Contractor quality control test results by comparison with the Engineer's quality assurance test results using split samples. Any quality control or quality assurance test determined to be flawed may be declared invalid only when reviewed and approved by the Engineer. The Engineer will declare a test result invalid only if it is proven that improper sampling or testing occurred. The test result is to be recorded and the reason for declaring the test invalid will be provided by the Engineer.
  - (3) Comparison of the Engineer's quality assurance test results with specification limits using samples independently obtained by the Engineer.

The Engineer may suspend mixture production, reject materials, or take other appropriate action if the Contractor does not control the quality of concrete, cement aggregate mixture II, or controlled low-strength material for acceptance. The decision will be determined according to (1), (2), or (3).

- (f) Documentation.
  - (1) Records. The Contractor shall be responsible for documenting all observations, inspections, adjustments to the mix design, test results, retest results, and corrective actions in a bound hardback field book, bound hardback diary, or appropriate Department form, which shall become the property of the Department. The documentation shall include a method to compare the Engineer's test results with the Contractor's results. The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the consultants, the subcontractors, or the producer of the mixture. The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

The Department's form MI 504M, form BMPR MI654, and form BMPR MI655 shall be completed by the Contractor, and shall be submitted to the Engineer weekly or as required by the Engineer. A correctly completed form MI 504M, form BMPR MI654, and form BMPR MI655 are required to authorize payment by the Engineer, for applicable pay items.

(2) Delivery Truck Ticket. The following information shall be recorded on each delivery ticket or in a bound hardback field book: initial/final revolution counter reading, at the jobsite, if the mixture is truck-mixed; time discharged at the jobsite; total amount of each admixture added at the jobsite; total amount of water added at the jobsite; and total amount of cement added at the jobsite if the air content needed adjustment. (g) Basis of Payment and Schedules. Quality Control/Quality Assurance of portland cement concrete mixtures will not be paid for separately, but shall be considered as included in the cost of the various concrete contract items.

#### SCHEDULE A

CONTRACTOR PLANT SAMPLING AND TESTING			
Item	Test	Frequency	IL Modified AASHTO or Department Test Method
Aggregates (Arriving at Plant)	Gradation 2/	As needed to check source for each gradation number	T 2, T 11, T 27, and T 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Gradation <sup>2/</sup>	2,500 cu yd (1,900 cu m) for each gradation number <sup>3/</sup>	T 2, T 11, T 27, and T 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Moisture <sup>4/</sup> : Fine Aggregate	Once per week for moisture sensor, otherwise daily for each gradation number	Flask, Dunagan, Pychnometer Jar, or T 255
	Moisture <sup>4/</sup> : Coarse Aggregate	As needed to control production for each gradation number	Dunagan, Pychnometer Jar, or T 255
Mixture <sup>5/</sup>	Slump, Air Content, Unit Weight / Yield, and Temperature	As needed to control production	T 141 and T 119 T 141 and T 152 or T 196 T 141 and T 121 T 141 and T 309

- 1/ Refer to the Department's "Manual of Test Procedures for Materials".
- 2/ All gradation tests shall be washed. Testing shall be completed no later than 24 hours after the aggregate has been sampled.
- 3/ One per week (Sunday through Saturday) minimum unless the stockpile has not received additional aggregate material since the previous test.
  - One per day minimum for a bridge deck pour unless the stockpile has not received additional aggregate material since the previous test. The sample shall be taken and testing completed prior to the pour. The bridge deck aggregate sample may be taken the day before the pour or as approved by the Engineer.
- 4/ If the moisture test and moisture sensor disagree by more than 0.5 percent, retest. If the difference remains, adjust the moisture sensor to an average of two or more moisture tests, using the Dunagan or Illinois Modified AASHTO T 255 test method. The Department's "Water/Cement Ratio Worksheet" form shall be completed when applicable.
- 5/ The Contractor may also perform strength testing according to Illinois Modified AASHTO T 141, T 23, and T 22 or T 177; or water content testing according to Illinois Modified AASHTO T 318; or other tests at the plant to control mixture production.

## SCHEDULE B

CONT	CONTRACTOR JOBSITE SAMPLING & TESTING 1/			
ltem	Measured Property	Random Sample Testing Frequency per Mix Design and per Plant <sup>2/</sup>	IL Modified AASHTO Test Method	
Pavement, Shoulder, Base Course,	Slump 3/4/	1 per 500 cu yd (400 cu m) or minimum 1/day	T 141 and T 119	
Base Course Widening, Driveway Pavement,	Air Content 3/ 5/	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 And T 152 or T 196	
Railroad Crossing, Cement Aggregate Mixture II	Compressive Strength <sup>7/8/</sup> or Flexural Strength <sup>7/8/</sup>	1 per 1250 cu yd (1000 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23	
Bridge Approach Slạb <sup>9/</sup> , Bridge Deck <sup>9/</sup> ,	Slump 3/4/	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 and T 119	
Bridge Deck Overlay 9/ Superstructure 9/,	Air Content 3/5/6/	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 And T 152 or T 196	
Substructure, Culvert, Miscellaneous Drainage Structures, Retaining Wall, Building Wall, Drilled Shaft Pile & Encasement Footing, Foundation, Pavement Patching, Structural Repairs	Compressive Strength <sup>7/8/</sup> or Flexural Strength <sup>7/8/</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23	
Seal Coat	Slump <sup>3/</sup>	1 per 250 cu yd (200 cu m) or	T 141 and T 119	
	Air Content 3/ 6/	minimum 1/day As needed to control production	T 141 And T 152 or T 196	
	Compressive Strength <sup>77 87</sup> or Flexural Strength <sup>77 87</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23	

С	ONTRACTOR JOBSI	TE SAMPLING & TESTIN	G <sup>1/</sup>
Curb, Gutter, Median,	Slump <sup>3/4/</sup>	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 and T 119
Barrier, Sidewalk, Slope Wall,	Air Content 3/ 5/ 6/	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 And T 152 or T 196
Paved Ditch, Fabric Formed Concrete Revetment Mat <sup>10/</sup> , Miscellaneous Items, Incidental Items	Compressive Strength <sup>7/8/</sup> or Flexural Strength <sup>7/8/</sup>	1 per 400 cu yd (300 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23
All	Temperature 3/	As needed to control production	T 141 and T 309
Controlled Low-Strength Material (CLSM)	Flow, Air Content and Compressive Strength	As needed to control production	Illinois Test Procedure 307

- 1/ Sampling and testing of small quantities of curb, gutter, median, barrier, sidewalk, slope wall, paved ditch, miscellaneous items, and incidental items may be waived by the Engineer if requested by the Contractor. However, quality control personnel are still required according to Article 1020.16(c)(1) The Contractor shall also provide recent evidence that similar material has been found to be satisfactory under normal sampling and testing procedures. The total quantity that may be waived for testing shall not exceed 100 cu yd (76 cu m) per contract.
- 2/ If one mix design is being used for several construction items during a day's production, one testing frequency may be selected to include all items. The construction items shall have the same slump, air content, and water/cement ratio specifications. The frequency selected shall equal or exceed the testing required for the construction item.
  - One sufficiently sized sample shall be taken to perform the required test(s). Random numbers shall be determined according to the Department's "Method for Obtaining Random Samples for Concrete". The Engineer will provide random sample locations.
- 3/ The temperature, slump, and air content tests shall be performed on the first truck load delivered, for each pour. Unless a random sample is required for the first truck load, testing the first truck load does not satisfy random sampling requirements.
- 4/ The slump random sample testing frequency shall be a minimum 1/day for a construction item which is slipformed.
- 5/ If a pump or conveyor is used for placement, a correction factor shall be established to allow for a loss of air content during transport. The first three truck loads delivered shall be tested, before and after transport by the pump or conveyor, to establish the correction factor. Once the correction is determined, it shall be re-checked after an additional

50 cu yd (40 cu m) is pumped, or an additional 100 cu yd (80 cu m) is conveyored. This shall continue throughout the pour. If the re-check indicates the correction factor has changed, a minimum of two truckloads is required to re-establish the correction factor. The correction factor shall also be re-established when significant changes in temperature, distance, pump or conveyor arrangement, and other factors have occurred. If the correction factor is 3.0 percent or more, the Contractor shall take corrective action to reduce the loss of air content during transport by the pump or conveyor. The Contractor shall record all air content test results, correction factors and corrected air contents. The corrected air content shall be reported on form BMPR MI654.

6/ If the Contractor's or Engineer's air content test result is within the specification limits, and 0.2 percent or closer to either limit, the next truck load delivered shall be tested by the Contractor. For example, if the specified air content range is 5.0 to 8.0 percent and the test result is 5.0, 5.1, 5.2, 7.8, 7.9 or 8.0 percent, the next truck shall be tested by the Contractor.

If the Contractor's or Engineer's air content or slump test result is not within the specification limits, all subsequent truck loads delivered shall be tested by the Contractor until the problem is corrected.

- 7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of at least two cylinder or two beam breaks for field tests.
- 8/ In addition to the strength test, an air test, slump test, and temperature test shall be performed on the same sample. For mixtures pumped or conveyored, the Contractor shall sample according to Illinois Modified AASHTO T 141.
- 9/ The air content test will be required for each delivered truck load.
- 10/ For fabric formed concrete revetment mat, the slump test is not required and the flexural strength test is not applicable.

### SCHEDULE C

ENGINEER QUALITY ASSURANCE INDEPENDENT SAMPLE TESTING			
Location	Measured Property	Testing Frequency 1/	
Plant	Gradation of aggregates stored in stockpiles or bins, Slump and Air Content	As determined by the Engineer.	
Jobsite	Slump, Air Content and Strength	As determined by the Engineer.	

ENGINEER QUALITY ASSURANCE SPLIT SAMPLE TESTING			
Location	Measured Property	Testing Frequency 1/	
Plant	Gradation of aggregates stored in stockpiles or bins <sup>2/</sup>	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 10% of total tests required of the Contractor will be performed per aggregate gradation number and per plant.	
	Slump and Air Content	As determined by the Engineer.	
Jobsite	Slump <sup>2/</sup> and Air Content <sup>2/3/</sup>	At the beginning of the project, the first three tests performed by the Contractor. Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.	
	Strength <sup>2/</sup>	At the beginning of the project, the first test performed by the Contractor.  Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.	

- 1/ The Engineer will perform the testing throughout the period of quality control testing by the Contractor.
- 2/ The Engineer will witness and take immediate possession of or otherwise secure the Department's split sample obtained by the Contractor.
- 3/ Before transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant. After transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant.

#### SCHEDULE D

#### CONCRETE QUALITY CONTROL AND QUALITY ASSURANCE DOCUMENTS

- (a) Model Quality Control Plan for Concrete Production (\*)
- (b) Qualifications and Duties of Concrete Quality Control Personnel (\*)
- (c) Development of Gradation Bands on Incoming Aggregate at Mix Plants (\*)
- (d) Required Sampling and Testing Equipment for Concrete (\*)
- (e) Method for Obtaining Random Samples for Concrete (\*)
- (f) Calibration of Concrete Testing Equipment (BMPR PCCQ01 through BMPR PCCQ09) (\*)
- (g) Water/Cement Ratio Worksheet (BMPR PCCW01) (\*)
- (h) Field/Lab Gradations (MI 504M) (\*)
- (i) Concrete Air, Slump and Quantity (BMPR MI654) (\*)
- (j) P.C. Concrete Strengths (BMPR MI655) (\*)
- (k) Aggregate Technician Course or Mixture Aggregate Technician Course (\*)
- (I) Portland Cement Concrete Tester Course (\*)
- (m) Portland Cement Concrete Level I Technician Course Manual of Instructions for Concrete Testing (\*)
- (n) Portland Cement Concrete Level II Technician Course Manual of Instructions for Concrete Proportioning (\*)
- (o) Portland Cement Concrete Level III Technician Course Manual of Instructions for Design of Concrete Mixtures (\*)
- (p) Manual of Test Procedures for Materials
- \* Refer to Appendix C of the Manual of Test Procedures for Materials for more information."

## RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)

Effective: January 1, 2006

<u>Description</u>. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS  NUMBER & SPEED OF PASSENGER TRAINS  Union Pacific Railroad  500 West Madison Street Suite 3610 Chicago, IL 60661  DOT/AAR No.: 173974K (Ridgeland Ave.) RR Mile Post: 7.61 173984R (Marion St.) 8.53 RR Division: Commuter Operations  RR Sub-Division: Geneva  For Freight/Passenger Information Contact: Chris Keckeisen For Insurance Information Contact: Bill Smith - Marsh USA  Phone: 312/496-4726 Phone: 800/729-7001  Chicago Transit Authority 60 @ 70 MPH 567 West Lake St. Chicago, IL 60621  DOT/AAR No.: Oak Park Station Ridgeland Station RR Division: CTA 'L' Green Line  RR Sub-Division:  For Freight/Passenger Information Contact: Dan Schiffer Freight/Passenger Information Contact: Dan Schiffer Phone: 773/722-4138 Phone: 312/681-2734				
500 West Madison Street Suite 3610 Chicago, IL 60661  DOT/AAR No.: 173974K (Ridgeland Ave.) RR Mile Post: 7.61 173984R (Marion St.) 8.53 RR Division: Commuter Operations RR Sub-Division: Geneva  For Freight/Passenger Information Contact: Chris Keckeisen Phone: 312/496-4726 For Insurance Information Contact: Bill Smith - Marsh USA Phone: 800/729-7001  Chicago Transit Authority 60 @ 70 MPH 567 West Lake St. Chicago, IL 60621  DOT/AAR No.: Oak Park Station RR Mile Post: Ridgeland Station RR Division: CTA 'L' Green Line RR Sub-Division:  For Freight/Passenger Information Contact: Dan Schiffer Phone: 773/722-4138				
RR Division: Commuter Operations RR Sub-Division: Geneva  For Freight/Passenger Information Contact: Chris Keckeisen For Insurance Information Contact: Bill Smith - Marsh USA  Chicago Transit Authority 60 @ 70 MPH  567 West Lake St. Chicago, IL 60621  DOT/AAR No.: Oak Park Station RR Mile Post: Ridgeland Station RR Division: CTA 'L' Green Line RR Sub-Division:  For Freight/Passenger Information Contact: Dan Schiffer Phone: 773/722-4138	500 West Madison Street Suite 3610		30	@ 70 MPH
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567 West Lake St. Chicago, IL 60621  DOT/AAR No.: Oak Park Station Ridgeland Station RR Division: CTA 'L' Green Line  RR Sub-Division:  For Freight/Passenger Information Contact: Dan Schiffer  Phone: 773/722-4138	For Freight/Passenger Information Contact For Insurance Information Contact: Bill St	et: Chris Keckeisen mith - Marsh USA		
Ridgeland Station  RR Division: CTA 'L' Green Line RR Sub-Division:  For Freight/Passenger Information Contact: Dan Schiffer Phone: 773/722-4138	567 West Lake St.	60 @ 70 MPH		
RR Division: CTA 'L' Green Line RR Sub-Division:  For Freight/Passenger Information Contact: Dan Schiffer Phone: 773/722-4138		RR Mile Post:		
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<u>Approval of Insurance</u>. The original and one certified copy of each required policy shall be submitted to the following address for approval:

Illinois Department of Transportation Bureau of Design and Environment 2300 South Dirksen Parkway, Room 326 Springfield, Illinois 62764 The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

<u>Basis of Payment</u>. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

## SIDEWALK, CORNER OR CROSSWALK CLOSURE (BDE)

Effective: January 1, 2012

Add the following to Article 701.03 of the Standard Specifications:

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

Add the following to Article 701.15 of the Standard Specifications:

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

Add the following to Article 1106.02 of the Standard Specifications:

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

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

The faces of the barricade rails shall be vertical."

## SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

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

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

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

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

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

## TEMPORARY EROSION AND SEDIMENT CONTROL (BDE)

Effective: January 1, 2012

Revise the first paragraph of Article 280.04(f) of the Standard Specifications to read:

"(f) Temporary Erosion Control Seeding. This system consists of seeding all erodible/bare areas to minimize the amount of exposed surface area. Seed bed preparation will not be required if the surface of the soil is uniformly smooth and in a loose condition. Light disking shall be done if the soil is hard packed or caked. Erosion rills greater than 1 in. (25 mm) in depth shall be filled and area blended with the surrounding soil. Fertilizer nutrients will not be required."

Delete the last sentence of Article 280.08(e) of the Standard Specifications.

## 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."

TRAINING SPECIAL PROVISIONS (BDE) This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be two. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

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

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

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

<u>BASIS OF PAYMENT</u> This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

## **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 125 working days.

### **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.

Materials. 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:

Item	<u>Article</u>
(a) Waterborne Acrylic	1008.04
(b) Aluminum Epoxy Mastic	1008.03
(c) Organic Zinc Rich Primer	1008.05
(d) Epoxy/ Aliphatic Urethane	1008.05
(e) Penetrating Sealer (Note 1)	

- (f) Moisture Cured Zinc Rich Úrethane Primer (Note 2)
  (g) Moisture Cured Aromatic/Aliphatic Urethane (Note 2)
- (b) Maintain Cared Denotation Cooler (Note 3)
- (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.

- Abrasives. Abrasives to be used for abrasive blast cleaning, including MSDS. For f) 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.
- Protective Coverings. Plan for containing or controlling paint debris (droplets, spills, g) overspray, etc.). Any tarpaulins or protective coverings proposed for use shall be fire retardant. For submittal requirements involving the containment used to remove lead paint, the Contractor shall refer to Special Provision for Containment and Disposal of Lead Paint Cleaning Residues.
- Progress Schedule. Progress schedule shall be submitted per Article 108.02 and shall h) 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 The Contractor shall maintain certified status possess current SSPC-QP2 certification. 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.

Quality Assurance (QA) Observations. 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  $7\mu g/sq$  cm as read directly from the surface without any multiplier applied to the results. The testing must be performed, and the results must be acceptable, prior to painting each day.

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

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.

Basis of Payment. This work shall be paid for at the contract Lump Sum price for CLEANING AND PAINTING STEEL BRIDGE, at the designated location, or for CLEANING AND PAINTING the structure or portions thereof described. Payment will not be authorized until all requirements for surface preparation and painting have been fulfilled as described in this specification.

including the preparation and submittal of all QC documentation. Payment will also not be authorized for non-conforming work until the discrepancy is resolved in writing.

# Appendix 1 - Reference List

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

- Illinois Environmental Protection Act
- ASTM D 4214, Standard Test Method for Evaluating Degree of Chalking of Exterior Paint Films
- ASTM D 4285, Standard Test Method for Indicating Oil or Water in Compressed Air
- SSPC-AB 1, Mineral and Slag Abrasives
- SSPC-AB 2, Specification for Cleanliness of Recycled Ferrous Metallic Abrasives
- SSPC-AB 3, Newly Manufactured or Re-Manufactured Steel Abrasives
- SSPC-PA 2, Measurement of Dry Coating Thickness with Magnetic Gages
- SSPC-QP 1, Standard Procedure for Evaluating Painting Contractors (Field Application to Complex Structures)
- SSPC-QP 2, Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint
- SSPC-SP 1, Solvent Cleaning
- SSPC-SP 3, Power Tool Cleaning
- SSPC-SP 10/NACE No. 2, Near White Metal Blast Cleaning
- SSPC-SP 12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating
- SSPC-SP15, Commercial Grade Power Tool Cleaning
- SSPC-VIS 1, Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning
- SSPC-VIS 3, Visual Standard for Power- and Hand-Tool Cleaned Steel
- SSPC-VIS 4, Guide and Reference Photographs for Steel Cleaned by Water Jetting
- SSPC-VIS 5, Guide and Reference Photographs for Steel Prepared by Wet Abrasive Blast Cleaning
- The paint manufacturer's application instructions, MSDS and product data sheets

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

## **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:
  - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or onthe-job training."
- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- **7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

# 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

# III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or singleuser restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

# 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose Division Wage and Hour Web http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

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

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12

- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

# 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

# **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

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

Shall be fined under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

# 1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

# 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

### MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

#### NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <a href="http://www.dot.state.il.us/desenv/delett.html">http://www.dot.state.il.us/desenv/delett.html</a>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <a href="http://www.dot.state.il.us/desenv/subsc.html">http://www.dot.state.il.us/desenv/subsc.html</a>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.