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Letting April 23, 2021

Notice to Bidders, Specifications and Proposal



**Contract No. 78860
ALEXANDER County
Section (2-1)I-3
Route FAI 57
Project NHPP-SB2U(439)
District 9 Construction Funds**

Prepared by

Checked by

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(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. April 23, 2021 at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 78860
ALEXANDER County
Section (2-1)I-3
Project NHPP-SB2U(439)
Route FAI 57
District 9 Construction Funds**

Bridge preventative maintenance on SN 002-0001 carrying I-57 northbound over Golden Lilly Road (TR 163B), 0.3 miles south of the Pulaski County line.

- 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 re-advertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Omer Osman,
Acting Secretary

INDEX
 FOR
 SUPPLEMENTAL SPECIFICATIONS
 AND RECURRING SPECIAL PROVISIONS
 Adopted January 1, 2021

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-21)

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RECURRING SPECIAL PROVISIONS

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the repairs at SN 002-0001, FAI 57 (I-57), Project NHPP-SB2U(439), Section (2-1)I-3 in Alexander County, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAI 57 (I-57)
Project NHPP-SB2U(439)
Section (2-1)I-3
Alexander County
Contract 78860

LOCATION OF PROJECT

This project is located at:

- SN 002-0001, carrying FAI 57 (I-57 NB) over Golden Lilly Rd (TR 163B), 0.3mi S of the Pulaski Co line in Alexander Co.

DESCRIPTION OF PROJECT

The project consists of bridge repairs including PPC I-Beam repair, fiber wrap, acrylic coating, structural repair of concrete, concrete sealer on pier caps, encasing pier caps with additional concrete and replacement of seismic bearings.

UTILITIES

No utilities should be encountered within the limits of this project.

Additional utility information may be obtained by calling the "Joint Utility Location Information for Excavators" phone number, 800-892-0123.

TRAFFIC CONTROL PLAN

Effective 1985 Revised 12/11/19

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

- (a) The highway shall be kept open to at least one lane of traffic at all times, and to two lanes of traffic to the greatest extent possible.
- (b) Access to all public roads and private entrances shall be maintained during all stages of the work.

NOTIFICATION PRIOR TO STARTING WORK

Effective 12/05 Revised 2/10/17

Revise the first sentence of Article 107.09 Public Convenience and Safety to the following "The Contractor shall notify the Engineer at least 14 days in advance of starting any construction work. For projects involving width or height restrictions or complete closures of the roadway or ramp, an additional 7 days of notice (21 days total) will be required.

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

CHANGEABLE MESSAGE SIGNS

Revised 4/15/20

This work consists of furnishing, placing, and maintaining changeable message sign(s) according to section 701 and the following:

A total of 3 changeable message signs shall be required in this contract. All signs must be in place and operational for a minimum of 14 calendar days prior to lane or roadway closures. Each sign shall state the day work will begin and delays are possible. The exact message will be approved by the Engineer. The Contractor may be required to relocate each sign multiple times during the contract at his or her expense. The exact location of the placement of these signs shall be determined in the field by the Engineer.

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

CLEANING AND PAINTING EXISTING STEEL STRUCTURES

Effective: October 2, 2001

Revised: October 23, 2020

Description. 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. This work also includes caulking locations designated on the plans and painting with 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, shall be tested and assigned a MISTIC approval number 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:

<u>Item</u>	<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 Urethane Primer (Note 2)	
(g) Moisture Cured Aromatic/Aliphatic Urethane (Note 2)	
(h) Moisture Cured Penetrating Sealer (Note 3)	
(i) Caulk (Polyurethane Joint Sealant)	1050.04

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.

Submittals. 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, and certifications for the CAS (Coating Application Specialists) on SSPC-QP1 and QP2 projects.
- 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, or a Contractor form (paper or electronic) that provides equivalent information.
- 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 Safety Data Sheets (SDS). The Contractor shall identify the solvents proposed for solvent cleaning together with SDS.

If cleaning and painting over existing galvanized surfaces are specified, the plan shall address surface preparation, painting, and touch up/repair of the galvanized surfaces.

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 affect the performance of the coating system.

The paint manufacturer's most recent application and thinning instructions, SDS 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, the maximum recoat time for each coat, and the steps necessary to prepare each coat for overcoating if the maximum recoat time is exceeded.

- f) Abrasives. Abrasives to be used for abrasive blast cleaning, including SDS. For expendable abrasives, the Contractor shall provide certification from the abrasive supplier that the abrasive meets the requirements of SSPC-AB1. For steel grit abrasives, the certification shall indicate that the abrasive meets the requirements of SSPC-AB3.
- g) Protective Coverings. Plan for containing or controlling paint debris (droplets, spills, overspray, etc.). Any tarpaulins or protective coverings proposed for use shall be fire retardant. For submittal requirements involving the containment used to remove lead paint, the Contractor shall refer to Special Provision for Containment and Disposal of Lead Paint Cleaning Residues.
- h) Progress Schedule. Progress schedule shall be submitted per Article 108.02 and shall identify all major work items (e.g., installation of rigging/containment, surface preparation, and coating application).

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

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

Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections. The Contractor shall implement the submitted and accepted QC Program to ensure 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 to record the results of quality control tests. Alternative forms (paper or electronic) will be allowed provided they furnish equivalent documentation as the IDOT form, and they are accepted as part of the QC Program submittal. 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, and shall provide evidence of successful inspection of 3 bridge projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and 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 with current calibration certifications to perform the QC inspections. Equipment shall include the following at a minimum:

- Sling psychrometer or digital psychrometer for the measurement of dew point and relative humidity, together with all necessary weather bureau tables or psychrometric charts. In the event of a conflict between readings with the sling psychrometer and the digital psychrometer, the readings with the sling psychrometer shall prevail.
- 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.

- Test equipment for determining abrasive cleanliness (oil content and water-soluble contaminants) according to SSPC abrasive specifications AB1, AB2, and AB3.
- 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 tested with a dull putty knife.
- Testex Press-O-Film Replica Tape and Micrometer compliant with Method C of ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel, or digital profile depth micrometer compliant with ASTM D4417, Method B. In the event of a conflict between measurements with the two instruments on abrasive blast cleaned steel, the results with the Testex Tape shall prevail. Note that for measuring the profile of steel power tool cleaned to SSPC-SP15, Commercial Grade Power Tool Cleaning, the digital profile depth micrometer shall be used.
- 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, Procedure for Determining Conformance to Dry Coating Thickness Requirements
- Standards for verifying the accuracy of the 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 accuracy of the instruments shall be verified 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.

Hold Point Notification. 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.

Inspection Access and Lighting. 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 lifelines 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.

Surface Preparation and Painting Equipment. 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.

Test Sections. 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, 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.

Weather Conditions. 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. Only indirect fired heating equipment shall be used to prevent the introduction of moisture and carbon monoxide into the containment. The heating unit(s) shall be ventilated to the outside of the containment. 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.

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

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

Washing shall involve the use of potable water at a minimum of 1000 psi (7 MPa) and less than 5000 psi (34 MPa) according to "Low Pressure Water Cleaning" of SSPC-SP WJ-4. There are no restrictions on the presence of flash rusting of bare steel after cleaning. 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 coating, loose mill scale, loose rust and other corrosion products, and other foreign matter. Water cleaning shall be supplemented with scrubbing as necessary to remove the surface contaminants. . 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 or abrasive blast 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 or abrasive blast cleaning without approval of the washing and solvent cleaning may be rejected by the Engineer. Rejected surfaces shall be re-cleaned 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." The wash water does not need to be collected, but paint chips, insect and animal nests, bird droppings and other foreign matter shall be collected for proper disposal. 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, the above provisions for water cleaning of lead and non-lead coatings apply as applicable, including collection and disposal of the waste.

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. Cleaning can be accomplished by wet or dry methods.

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 and scrubbing 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. When caulking is specified, all rust shall be removed to a surface depth as directed by the Engineer to accommodate the approved sealant. 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 in the steel, 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. If surface preparation reveals holes or section loss, or creates holes in the steel, the Contractor shall notify the Engineer. Whenever possible, the Department will require that the primer be applied to preserve the area, and allow work to proceed, with repairs and touch up performed at a later date.

Surface Preparation (HOLD POINT). 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 after cleaning if it cannot 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 the steel and rivets or bolts/washers/nuts, and between plates. 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 shall be added to the supply water and/or rinse water to prevent flash rusting. With the submittals, 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 and that the life of the coating system will not be reduced due to the use of the inhibitor. 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 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, even if the material is tight.

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.

- e) Power Tool Cleaning of Shop Coated Steel: When shop-coated steel requires one or more coats to be applied in the field, the surface of the shop coating shall be cleaned as specified under "Water Cleaning of Non-Lead Coatings Prior to Overcoating." If the damage is to a fully applied shop system, water cleaning is not required unless stipulated in the contract. Damaged areas of shop coating shall be spot cleaned according to Power Tool Cleaning - Modified SSPC-SP3. If the damage extends to the substrate, spot cleaning shall be according to SSPC-SP15. The edges of the coating surrounding all spot repairs shall be feathered.
- f) Galvanized Surfaces: If galvanized surfaces are specified to be painted, they shall be prepared by brush-off blast cleaning in accordance with SSPC-SP 16 or by using proprietary solutions that are specifically designed to clean and etch (superficially roughen) the galvanized steel for painting. If cleaning and etching solutions are selected, the Contractor shall submit the manufacturer's technical product literature and SDS for Engineer's review and written acceptance prior to use.

Abrasives. 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 SSPC-AB3. Tests to confirm the cleanliness of new abrasives (oil and water-soluble contamination) shall be performed by the Contractor according to the requirements and frequencies of SSPC-AB1 and SSPC-AB3, as applicable. On a daily basis, the

Contractor shall verify that recycled abrasives are free of oil and water-soluble contamination by conducting the tests specified in 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.

Surface Profile (HOLD POINT). 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 SSPC-SP15 power tool cleaned surfaces shall be within the range specified by the coating manufacturer, but not less than 2.0 mils (50 microns).

The surface profile produced by abrasive blast cleaning shall be determined by replica tape or digital profile depth micrometer according to SSPC-PA 17 at the beginning of the work, and each day that surface preparation is performed. Areas having unacceptable profile measurements shall be further tested to determine the limits of the deficient area. When replica tape is used, it shall be attached to the daily report. In the event of a conflict between measurements taken with the replica tape and digital profile depth micrometer, the measurements with the replica tape shall prevail.

The surface profile produced by power tools to SSPC-SP15, shall be measured using the digital profile depth micrometer only. Replica tape shall not be used.

When unacceptable profiles are produced, work shall be suspended. The Contractor shall submit a plan for the necessary adjustments to ensure 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.

Soluble Salt Remediation (HOLD POINT). The Contractor shall implement surface preparation procedures and processes that will remove chloride from the surfaces to levels below 7 micrograms per square centimeter. 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. Surfaces shall be tested for chlorides at a frequency of five tests per bearing line or fascia beam, with tests performed on both the beams and diaphragms/cross-frames at expansion joints.

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

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

A minimum of 5 tests per 1000 sq. ft. (93 sq m) or fraction thereof completed in a given day, shall be conducted at project start up. If results greater than 7 µg/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. SSPC-SP15, Commercial Grade Power Tool Cleaning can be used to clean the test locations when the specified degree of cleaning is SSPC-SP10.

Surface Condition Prior to Painting (HOLD POINT). 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.

General Paint Requirements. 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.

The Contractor shall only use batches of material that have an IDOT MISTIC approval number. For multi-component materials, the batch number from one component is tested with specific batch numbers from the other component(s). Only the same batch number combinations that were tested and approved shall be mixed together for use.

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 and the container may have been unopened.

Multiple component coatings shall be discarded after the expiration of the pot life. Single component paint shall not remain in spray pots, paint 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) Field Touch Up of Shop-Coated Steel. After cleaning, rusted and damaged areas of shop-primed inorganic zinc shall be touched up using epoxy mastic. Damaged areas of shop-applied intermediate shall be touched-up using the same intermediate specified for painting the existing structure. Following touch up, the remaining coats (intermediate and finish, or finish only, depending on the number of coats applied in the shop) shall be the same materials specified for painting the existing structure. When inorganic zinc has been used as the shop primer, a mist coat of the intermediate coat shall be applied before the application of the full intermediate coat 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. The coating shall be considered to be too cured for recoating based on the maximum recoat times stipulated by the coating manufacturer. If the maximum recoat times are exceeded, written instructions from the manufacturer for preparing the surface to receive the next coat shall be provided to the Engineer. Surface preparation and application shall not proceed until the recommendations are accepted by the Engineer in writing. 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. Dry spray on the surface of previous coats shall be removed prior to the application of the next coat.

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 or spray, but if applied by spray, it shall be followed immediately by brushing 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 assure complete coverage of crevices and to build additional thickness on edges and surface irregularities. If the use of the brush on edges pulls the coating away, brushing of edges can be eliminated, provided the additional coverage is achieved by spray. Measurement of stripe coat thickness is not required, but the Contractor shall visually confirm that the stripe coats are providing the required coverage.

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.

The thicknesses of each coat as specified below shall be measured according to SSPC-PA2, using Coating Thickness Restriction Level 3 (spot measurements 80% of the minimum and 120% of the maximum, provided the entire area complies with the specified ranges).

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:

- 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:

- 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:

- 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:

- 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:
- 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:

- 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.

Application of Paint System over Galvanizing: If galvanized surfaces are present and specified to be painted, the Contractor shall apply one of the following as designated on the plans:

- A 2-coat system consisting of a full aluminum epoxy mastic coat and a full waterborne acrylic finish coat from System 3. If red rust is visible, rusted areas shall be spot primed with aluminum epoxy mastic prior to the application of the full coat of aluminum epoxy mastic.
- A 2-coat system consisting of a full epoxy coat and a full urethane coat from System 1. If red rust is visible, rusted areas shall be spot primed with organic zinc prior to the application of the full coat of epoxy.

Surface Preparation and Painting of Galvanized Fasteners: The Contractor shall prepare all fasteners (i.e., galvanized nuts, bolts, etc.) by power tool cleaning in accordance with SSPC-SP 2 or SSPC-SP3 to remove loose material. Following hand/power tool cleaning and prior to painting, the surfaces shall be solvent cleaned according to SSPC-SP 1. Slight stains of torqueing compound dye may remain after cleaning provided the dye is not transferred to a cloth after vigorous rubbing is acceptable. If any dye is transferred to a cloth after vigorous rubbing, additional cleaning is required.

The fasteners shall be coated with one coat of an aluminum epoxy mastic meeting the requirements of Article 1008.03 and the same acrylic or urethane topcoat specified above for use on galvanized members.

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. The process for completing the repairs shall be included in the submittals. If the damage extends to the substrate and the original preparation involved abrasive blast cleaning, the damaged areas shall be prepared to SSPC-SP15 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. For damaged galvanizing, the first coat shall be aluminum epoxy mastic. 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.
- c) Caulking complex structures. Pack rust shall be removed prior to the application of the approved sealant as per the Laminar and Stratified Rust article of this special provision. Chloride shall be remediated as specified elsewhere in this provision. The caulk shall be compatible with the approved paint system, and applied in accordance with the paint manufacturers recommendations as described in the Contractors submittal

The following coatings shall be applied prior to the application of the caulk. Stripe coat of organic zinc primer, full coat of organic zinc primer, intermediate epoxy stripe coat, full coat of epoxy intermediate, full coat of urethane finish. Apply caulk after the urethane has dried for top coating. After the caulk has been applied it shall be allowed to dry to coat according the manufacturer's written recommendations and a stripe coat of urethane applied to all areas of caulking.

Alternatively, as directed by the Engineer, apply the caulking after the intermediate coat has dried for overcoating. After the caulking has dried according to the manufacturer's written recommendations, apply the urethane finish over the caulking and intermediate coat.

1. All vertical, diagonal and horizontal lapping members shall be caulked along the top and sides. The bottom shall remain open for drainage.
2. Locations where pack rust was removed leaving a gap between two steel surfaces shall also be caulked. Locations greater than $\frac{1}{4}$ inch in depth shall be filled with a closed cell backer rod in accordance with the caulking manufacturer's instructions prior to the application of the caulk.

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
- ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
- SSPC-AB 1, Mineral and Slag Abrasives
- SSPC-AB 2, Cleanliness of Recycled Ferrous Metallic Abrasives
- SSPC-AB 3, Ferrous Metallic Abrasive
- SSPC-PA 2, Procedure for Determining Conformance to Dry Coating Thickness Requirements
- SSPC-PA 17, Procedure for Determining Conformance to Steel Profile/Surface Roughness/Peak Count Requirements
- 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 2, Hand Tool Cleaning
- SSPC-SP 3, Power Tool Cleaning
- SSPC-SP 10/NACE No. 2, Near White Metal Blast Cleaning
- SSPC-SP WJ-4, Waterjet Cleaning of Metals – Light Cleaning
- SSPC-SP 15, Commercial Grade Power Tool Cleaning
- SSPC-SP 16, Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals
- 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

STRUCTURAL REPAIR OF CONCRETE

Effective: March 15, 2006

Revised: August 9, 2019

Description. This work shall consist of structurally repairing concrete.

Materials. Materials shall be according to the following.

Item	Article/Section
(a) Portland Cement Concrete (Note 1)	1020
(b) R1, R2, or R3 Concrete (Note 2)	
(c) Normal Weight Concrete (Notes 3 and 4)	
(d) Shotcrete (High Performance) (Notes 5 and 6)	
(e) Reinforcement Bars	1006.10
(f) Anchor Bolts	1006.09
(g) Water	1002
(h) Curing Compound	1022.01
(i) Cotton Mats	1022.02
(j) Protective Coat	1023.01
(k) Epoxy (Note 7)	1025
(l) Mechanical Bar Splicers	508.06(c)

Note 1. The concrete shall be Class SI, except the cement factor shall be a minimum 6.65 cwt/cu yd (395 kg/cu m), the coarse aggregate shall be a CA 16, and the strength shall be a minimum 4000 psi (27,500 kPa) compressive or 675 psi (4650 kPa) flexural at 14 days. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump, but a cement factor reduction according to Article 1020.05(b)(8) is prohibited. A self-consolidating concrete mixture is also acceptable per Article 1020.04, except the mix design requirements of this note regarding the cement factor, coarse aggregate, strength, and cement factor reduction shall apply.

Note 2. The R1, R2, or R3 concrete shall be from the Department’s qualified product list of Packaged, Dry, Rapid Hardening, Cementitious Materials for Concrete Repairs. The R1, R2, or R3 concrete shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer’s recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump, and a retarder may be required to allow time to perform the required field tests. The admixtures shall be per the manufacturer’s recommendation, and the Department’s qualified product list of Concrete Admixtures shall not apply.

Note 3. The “high slump” packaged concrete mixture shall be from the Department’s qualified product list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. The cement factor shall be 6.65 cwt/cu yd (395 kg/cu m) minimum to 7.05 cwt/cu yd (418 kg/cu m) maximum. Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The “high slump” packaged concrete mixture shall have a water soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218,

and the “high slump” packaged concrete mixture shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department. The coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer’s recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump. The admixture shall be per the manufacturer’s recommendation, and the Department’s qualified product list of Concrete Admixtures shall not apply. A maximum slump of 10 in. (250 mm) may be permitted if no segregation is observed by the Engineer in a laboratory or field evaluation.

Note 4 The “self-consolidating concrete” packaged concrete mixture shall be from the Department’s qualified product list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. The cement factor shall be 6.65 cwt/cu yd (395 kg/cu m) minimum to 7.05 cwt/cu yd (418 kg/cu m) maximum. Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The “self-consolidating concrete” packaged concrete mixture shall have a water soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the “self-consolidating concrete” packaged concrete mixture shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department. The concrete mixture should be uniformly graded, and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used. The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer’s recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. The admixtures used to produce self-consolidating concrete shall be per the manufacturer’s recommendation, and the Department’s qualified product list of Concrete Admixtures shall not apply. The packaged concrete mixture shall meet the self-consolidating requirements of Article 1020.04.

Note 5. Packaged shotcrete that includes aggregate shall be from the Department’s qualified product list of Packaged High Performance Shotcrete, and independent laboratory test results showing the product meets Department specifications will be required. The product shall be a packaged, pre-blended, and dry combination of materials, for the wet-mix shotcrete method according to ASTM C 1480. A non-chloride accelerator may be used according to the shotcrete manufacturer’s recommendations. The shotcrete shall be Type FA or CA, Grade FR, and Class I. The fibers shall be Type III synthetic according to ASTM C 1116.

The packaged shotcrete shall have a water soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the hardened shotcrete shall have an age of 28 to 42 days at the time of

test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department.

Each individual aggregate used in the packaged shotcrete shall have either a maximum ASTM C 1260 expansion of 0.16 percent or a maximum ASTM C 1293 expansion of 0.040 percent. However, the ASTM C 1260 value may be increased to 0.27 percent for each individual aggregate if the cement total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) does not exceed 0.60 percent. As an alternative to these requirements, ASTM C 1567 testing which shows the packaged shotcrete has a maximum expansion of 0.16 percent may be submitted. The ASTM C 1260, C 1293, or C 1567 test shall be performed a minimum of once every two years.

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

The packaged shotcrete shall be limited to the following proportions:

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

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

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

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

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

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

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

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

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

Note 6 Packaged shotcrete that does not include pre-blended aggregate shall be from the Department's qualified product list of Packaged High Performance Shotcrete, and independent laboratory test results showing the product meets Department specifications will be required. The shotcrete shall be according to Note 5, except the added aggregate shall be according to Articles 1003.02 and 1004.02 in addition to each individual aggregate meeting the maximum expansion requirements of Note 5. The aggregate gradation shall be according to the manufacturer. The shotcrete shall be batched and mixed with added aggregate according to the manufacturer.

Note 7. In addition ASTM C 881, Type IV, Grade 2 or 3, Class A, B, or C may be used.

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

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

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

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

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

Construction Requirements

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

- (a) Rule 1. For formed concrete repair, a subsequent patch to repair the placement point after initial concrete placement will not be allowed. As an example, this may occur in a vertical location located at the top of the repair.
- (b) Rule 2. Formed concrete repair shall not be used for overhead applications.
- (c) Rule 3. If formed concrete repair is used for locations that have reinforcement with less than 0.75 in. (19 mm) of concrete cover, the concrete mixture shall contain fly ash or ground granulated blast-furnace slag at the maximum cement replacement allowed.
- (d) Rule 4. Shotcrete shall not be used for any repair greater than 6 in. (150 mm) in depth, except in horizontal applications, where the shotcrete may be placed from above in one lift.
- (e) Rule 5. Shotcrete shall not be used for column repairs greater than 4 in. (100 mm) in depth, unless the shotcrete mixture contains 3/8 in. (9.5 mm) aggregate.

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

Concrete Removal. The Contractor shall provide ladders or other appropriate equipment for the Engineer to mark the removal areas. Repair configurations will be kept simple, and squared corners will be preferred. The repair perimeter shall be sawed a depth of 1/2 in. (13 mm) or less, as required to avoid cutting the reinforcement. Any cut reinforcement shall be repaired or replaced at the expense of the Contractor. If the concrete is broken or removed beyond the limits of the initial saw cut, the new repair perimeter shall be recut. The areas to be repaired shall have all loose, unsound concrete removed completely by the use of chipping hammers, hydrodemolition equipment, or other methods approved by the Engineer. The concrete removal shall extend along the reinforcement bar until the reinforcement is free of bond inhibiting corrosion. Reinforcement bar with 50 percent or more exposed shall be undercut to a depth of 3/4 in. (19 mm) or the diameter of the reinforcement bar, whichever is greater.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The concrete for formed concrete repair shall be a Class SI Concrete, or a packaged R1, R2, or R3 Concrete,, or a packaged Normal Weight Concrete at the Contractor's option. The concrete shall be placed and consolidated according to Article 503.07. The concrete shall not be placed when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40 °F (4 °C). All repaired members shall be restored as close as practicable to their original dimensions.

Curing shall be done according to Article 1020.13.

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

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

- (b) Shotcrete. Shotcrete shall be tested by the Engineer for air content according to Illinois Modified AASHTO T 152. The sample shall be obtained from the discharge end of the nozzle by shooting a pile large enough to scoop a representative amount for filling the air meter measuring bowl. Shotcrete shall not be shot directly into the measuring bowl for testing.

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

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

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

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

The nozzle shall normally be at a distance of 2 to 5 ft. (0.6 to 1.5 m) from the receiving surface, and shall be oriented at right angles to the receiving surface. Exceptions to this requirement will be permitted to fill corners, encase large diameter reinforcing bars, or as approved by the Engineer. For any exception, the nozzle shall never be oriented more

than 45 degrees from the surface. Care shall be taken to keep the front face of the reinforcement bar clean during shooting operations. Shotcrete shall be built up from behind the reinforcement bar. Accumulations of rebound and overspray shall be continuously removed prior to application of new shotcrete. Rebound material shall not be incorporated in the work.

Whenever possible, shotcrete shall be applied to the full thickness in a single layer. The maximum thickness shall be according to Rules 4 and 5 under Construction Requirements, General. When two or more layers are required, the minimum number shall be used and shall be done in a manner without sagging or separation. A flash coat (i.e. a thin layer of up to 1/4 in. (6 mm) applied shotcrete) may be used as the final lift for overhead applications.

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

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

Contractor operations for curing shall be continuous with shotcrete placement and finishing operations. Curing shall be accomplished using wetted cotton mats, membrane curing, or a combination of both. Cotton mats shall be applied according to Article 1020.13(a)(5) except the exposed layer of shotcrete shall be covered within 10 minutes after finishing, and wet curing shall begin immediately. Curing compound shall be applied according to Article 1020.13(a)(4), except the curing compound shall be applied as soon as the shotcrete has hardened sufficiently to prevent marring the surface, and each of the two separate applications shall be applied in opposite directions to ensure coverage. The curing compound shall be according to Article 1022.01. Note 5 of the Index Table in Article 1020.13 shall apply to the membrane curing method.

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

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

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

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

The acceptable tolerance for conformance of a repaired area shall be within 1/4 in. (6 mm) of the original dimensions. A repaired area not in dimensional conformance or with delaminations shall be removed and replaced.

A repaired area with cracks or voids shall be considered as nonconforming. Exceeding one or more of the following crack and void criteria shall be cause for removal and replacement of a repaired area.

1. The presence of a single surface crack greater than 0.01 in. (0.25 mm) in width and greater than 12 in. (300 mm) in length.
2. The presence of two or more surface cracks greater than 0.01 in. (0.25 mm) in width that total greater than 24 in. (600 mm) in length.
3. The presence of map cracking in one or more regions totaling 15 percent or more of the gross surface area of the repair.
4. The presence of two or more surface voids with least dimension 3/4 in. (19 mm) each.

A repaired area with cracks or voids that do not exceed any of the above criteria may remain in place, as determined by the Engineer.

If a nonconforming repair is allowed to remain in place, cracks greater than 0.007 in. (0.2 mm) in width shall be repaired with epoxy according to Section 590. For cracks less than or equal to 0.007 in. (0.2 mm) in width, the epoxy may be applied to the surface of the crack. Voids shall be repaired according to Article 503.15.

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

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

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

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

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

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

FRP STRENGTHENING

Effective: May 31, 2007

Revised: February 19, 2021

Description

This work shall consist of furnishing and installing fiber-reinforced polymer (FRP) wraps at the locations shown in the plans. The FRP wraps shall be of the size, type, layer, materials, tension, and spacing shown in the plans. The Contractor shall submit drawings of the FRP wrap system, showing materials, components, and installation procedures to the Engineer for approval prior to ordering materials and commencing work.

All other concrete repairs and/or modifications shall be completed prior to performing this work. Concrete placed in areas receiving FRP wraps shall have a maximum moisture content of 4% using a digital moisture meter before wrapping begins unless bond testing shows no detrimental effect for installing prior to obtaining the required moisture content. All manufacturer's recommendations for surface preparation and installation of FRP wraps shall be followed.

Submittals

The following submittals, but not limited to, shall be required of the FRP system manufacturer, installation contractor and inspection agency. All submittals, except daily installation data logs, shall be given to the Engineer for review allowing at least 60 days for approval.

Submittals required of the *FRP system manufacturer*:

- Product information and data sheets indicating physical, mechanical and chemical properties and limitations of the FRP system and all its components.
- Tensile properties for the FRP system shall be reported in accordance with ASTM D7565 in units of kips/inch/ply for strength and modulus (stiffness). FRP systems not reporting their design properties in accordance with ASTM D7565 are not allowed.
- Durability test data and structural test reports of the FRP system for the proposed application in the expected environmental conditions.
- Installation and maintenance instructions and general recommendations regarding each material used in the FRP system. Note that surface preparation requirements shall be included in the installation procedures.
- Material Safety Data Sheets of each product used and certification that all materials abide by all local, state, and federal environmental and worker's safety laws and regulations.
- Quality control procedures for tracking FRP materials and material certifications.

- List of projects where similar FRP system has been implemented.

Submittals required of the FRP *system installation Contractor*:

- Documentation from the FRP system manufacturer stating the Contractor has been trained to install the FRP system show on the design plans.
- List of completed projects by the Contractor where similar FRP system has been implemented. Include location, owner, engineer and contact numbers associated with each project.
- Quality control procedures, daily installation data logs, and any other inspection forms used by the Contractor.

If an independent inspection agency is used, the following submittals are required of the FRP *system inspection agency*:

- Qualifications and a list of each inspector used on the project.
- Sample inspection forms to be used during inspection.
- List of prior inspections performed by each inspector used on the project.

Material Requirements

The Contractor shall inspect and ensure all materials meet specifications, conform to design plans and are undamaged upon job-site arrival. All products shall be delivered to the job-site in their original, un-opened containers with the Manufacturer's name, labels, product identification, and batch numbers. Ensure FRP system materials are protected from chemicals, dirt, extreme temperatures, moisture, and physical damage, by storing, handling, and applying materials according to manufacturer and OSHA recommendations.

FRP shall be high modulus, high strength unidirectional fiber fabric of the type, size, layer, materials, tension, spacing and location as specified on the design plans. FRP Reinforcement shall meet the requirements as listed below.

Minimum FRP Cured Composite Property Requirements

Property	E-Glass Fiber	Carbon Fiber	ASTM Test Method
Prior to testing, laminate samples shall be cured at least 7 days at 70°F then post-cured at 140°F for 48 hours			
Tensile Strength	56 ksi	97 ksi	D3039
Tensile Modulus	3300 ksi	8200 ksi	D3039
Elongation at break	1.7%	1.0%	D3039
Thickness per Layer	0.04 in.	0.02 in.	
Unit Tensile Strength	2.24 k/in/layer	1.94 k/in/layer	D7565
Unit Tensile Modulus	132 k/in/layer	164 k/in/layer	D7565

* Individual layer thickness may not exceed 0.05 in.

Fabric saturant (saturating resin) and concrete primer shall be two-component, 100% solids, tolerant to moisture, high strength and high modulus epoxy. Manufacturer's recommendations for mixing shall be followed. Components of saturating resin may be proportioned; however, provision shall be made for checking the accuracy of proportions and mixing. Dilution of components will not be permitted. Mixtures shall be used within its pot life.

A vapor permeable, UV resistant polymer or acrylic based protective coating shall be used. The protective coating shall be applied according to the manufacturer's recommendations.

Construction Requirements

A technical representative from the manufacturer shall be on site at the start of the installation and for as long as needed to insure the contractor is installing the material in accordance with the Installation manual. All costs associated with providing a technical representative shall be the responsibility of the Contractor.

The Contractor shall maintain a Daily Installation Log. The log shall be available for review by the Engineer, and a copy shall be furnished to the Engineer at completion of installation and construction for each day's production. The Log shall provide material traceability and process records for each wrap and shall include all the following information:

- (a) Date, time and specific location of installation.
- (b) Construction and installation requirements, including plans and drawings and references thereto.
- (c) Surface preparation methods.
- (d) Widths and lengths of cracks not injected with epoxy.
- (e) Material information including product description, data of manufacturer, product and fiber batch numbers, mixture ratios, mixing times, appearance description of mixed resins (i.e. primers, putties, saturants, adhesives, and protective coatings used for the day)
- (f) Ambient temperatures, humidity, and general weather observations at the beginning, middle and end of each wrap installation shift.
- (g) Concrete surface temperature, concrete moisture content and surface cleanliness.
- (h) Heat sources used for increase surface temperature or curing.
- (i) Number of FRP layers used, curing progress of resins including full documentation of curing temperature ramping and final curing temperature and thickness measurements of protecting coating used.
- (j) Location and size of FRP debonding or air voids.
- (k) Documentation stating installation procedures were followed.
- (l) Pull off test results including bond strength, failure mode, and location.
- (m) Other general work progress.

Surface Preparation:

FRP wraps shall be placed on sound concrete having a maximum moisture content of 4% using a digital moisture meter unless bond testing shows no detrimental effect for installing prior to obtaining the required moisture content. All bond inhibiting and foreign materials, including but not limited to dust, laitance, paint, grease, curing compounds, impregnations and waxes, shall be removed from the concrete surface by blast cleaning or equivalent mechanical means. All concrete surfaces shall be air blasted and vacuumed clean to a dust-free condition.

All concrete surface irregularities less than one inch shall be ground smooth and/or filled with an approved repair mortar. Surface irregularities greater than one inch and removed

deteriorated concrete shall be repaired using an approved cementitious repair mortar. See special provision

for Structural Repair of Concrete. All sharp edges shall be ground smooth and flush. All repairs shall be completed in such a manner as to not damage the existing structure. When wrapping FRP around exterior corners of rectangular cross sections, the corners should be rounded to a minimum of 1/2" radius. Interior corners shall be smoothed by troweling epoxy mortar into the corners. After concrete surface preparation has been completed, adhesive strength of the concrete shall be verified by random pull-off testing according to ACI 503R as per the direction of the Engineer.

All cracks greater than 0.007 in. shall be injected with epoxy according to Section 590 of the Standard Specifications for Road and Bridge Construction and paid for as Epoxy Crack Injection.

Constituent Material Application:

All materials shall be applied according to conditions (i.e. surface temperature of the concrete, air temperature, relative humidity, and corresponding dew point) recommended by the FRP manufacturer.

Components of saturating resin may be proportioned and mixed by hand or by automatic equipment. Provision shall be made for checking the accuracy of proportions and mixing. Diluting is not permitted.

Unless otherwise recommended by the manufacturer, the saturating resin shall be applied to a properly prepared substrate as a surface primer. The primer should be applied uniformly on the prepared surface to all areas of concrete receiving the FRP wrap according to the manufacturer's specifications. Primed surfaces shall be protected from all contaminants (e.g. dust, moisture, etc.) prior to the application of the FRP wraps.

Saturating resin shall be applied uniformly to prepared surfaces. FRP-ply orientation shall not deviate from the orientation shown on the design plans. Fiber wraps shall be handled in a manner to maintain fiber straightness and prevent fiber damage. Any kinks, folds, or severe waviness should be reported to the Engineer. If multiple fabric layers are being placed, successive layers shall be placed before the complete curing of the previous layer to ensure complete bonding between layers. Entrapped air beneath each layer of fabric shall be rolled out before the saturating resin sets.

Subject to approval by the Engineer, the Contractor may provide suitable enclosures to permit application and curing of the fiber wrap during inclement weather. Provisions shall be made to control atmospheric conditions artificially within the enclosures within the limits specified for application and curing of the fiber wrap.

The FRP system shall be protected from rain, sand, dust, and other foreign particles during and after curing as per the Engineer and manufacturer's recommendations.

The Contractor shall inspect the cured FRP system to ensure saturating resin has completely cured. The Contractor must check for defects such as voids, delaminations, external cracks, chips, cuts, loose fibers, external abrasions, blemishes, foreign inclusions, depressible raised

areas, or fabric wrinkles. All defects with a dimension greater than 1½ inch, or an area greater than one square inch, or defects with any dimension greater than 1 inch within one foot from another defect area of similar size, shall be repaired or replaced as determined by the Engineer. Repairs shall be made according to manufacturer's recommendations and as specified by the Engineer. For large defected areas, additional layers of FRP may be required as per the Engineer.

A vapor permeable, UV resistant polymer or acrylic based protective coating shall be used. The protective coating shall be compatible with the FRP system and applied according to the manufacturer's recommendations. Any solvents used to clean the FRP surface prior to the application of the protective coating shall be approved by the FRP manufacturer since solvents can have harmful effects on the polymer fabric. Two layers of protective coating shall be applied to all surfaces of the fiber wrap. The cost of the protective coating shall be paid for as Acrylic Coating.

Method of Measurement

FRP wraps will be computed for payment in place in square feet based on the surface area measurements of the FRP in each orientational direction. The measured quantity will not be modified for multiple layers of FRP needed as shown in the design plans.

The areas upon which the protective coat is applied will be measured for payment in place and the area computed in square yards.

Basis of Payment

This work will be paid for at the contract unit price per square foot for FIBER WRAP. Payment shall constitute full compensation for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

Full compensation for any additional testing, materials, enclosures, or work required because of the use of a particular type of fiber wrap, shall be considered as included in the item FIBER WRAP.

Protective coat will be paid for at the contract unit price per square yard for ACRYLIC COATING.

PRECAST PRESTRESSED CONCRETE I-BEAM REPAIR

Effective: March 14, 2018

Description

This work shall consist of repairing precast prestressed concrete (PPC) I-beams along with all necessary hardware, labor and equipment in accordance with the Plans and as directed by the Engineer.

Materials

Materials shall be according to the following:

Item	Article/Section
(a) Portland Cement Concrete (Note 1).....	1020
(b) Non-shrink Grout (Note 2)	1024.02
(c) Shotcrete (High Performance) (Notes 3 and 4)	

Note 1. The concrete shall meet all the requirements specified in Section 1020 of the Standard Specifications for Class PS Concrete for precast prestressed concrete members, except the maximum size of the aggregate shall be $\frac{1}{2}$ ”.

Note 2. The concrete shall be from the “Approved List of Non-Shrink Grouts” maintained by the Bureau of Materials and Physical Research. The repair material chosen shall be appropriate for the thickness of repair to be made. Coarse aggregate with a maximum size of $\frac{3}{8}$ ” shall be added with the amount as specified by the manufacturer.

Note 3. Packaged shotcrete that includes aggregate shall be from the Department’s approved list of Packaged High Performance Shotcrete, and independent laboratory test results showing the product meets Department specifications will be required. The product shall be a packaged, pre-blended, and dry combination of materials, for the wet-mix shotcrete method according to ASTM C 1480. A nonchloride accelerator may be used according to the shotcrete manufacturer’s recommendations. The shotcrete shall be Type FA or CA, Grade FR, and Class I. The fibers shall be Type III synthetic according to ASTM C 1116.

The packaged shotcrete shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the hardened shotcrete shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department.

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

which shows the packaged shotcrete has a maximum expansion of 0.16 percent may be submitted. The ASTM C 1260, C 1293, or C 1567 test shall be performed a minimum of once every two years.

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

The packaged shotcrete shall be limited to the following proportions:

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

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

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

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

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

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

Fly ash shall not be used in combination with ground granulated blast-furnace slag. Class F fly ash shall not be used in combination with Class C fly ash.

Microsilica shall not be used in combination with high-reactivity metakaolin. A finely divided mineral shall not be used in combination with a blended hydraulic cement, except for microsilica or high-reactivity metakaolin.

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

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

Note 4 Packaged shotcrete that does not include pre-blended aggregate shall be from the Department's approved list of Packaged High Performance Shotcrete, and independent laboratory test results showing the product meets Department specifications will be required. The shotcrete shall be according to Note 3, except the added aggregate shall be according to Articles 1003.02 and 1004.02 in addition to each individual aggregate

meeting the maximum expansion requirements of Note 3. The aggregate gradation shall be according to the manufacturer. The shotcrete shall be batched and mixed with added aggregate according to the manufacturer.

Equipment

Equipment shall be according to Article 503.03 and the following.

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

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

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

Construction Requirements

PPC I-beam repairs shall be done before addition of new concrete, but after removal of any existing concrete

Bottom Flange Repair:

The damaged area of the beams shall be cleaned of all loose and spalled concrete, and sealant. All loose material shall be removed to sound concrete until coarse aggregate will break under chipping rather than dislodging. Hand tools shall be used for the removal of concrete adjacent to prestressing strands. While a 15-pound chipping hammer may be used away from prestressing strands, extreme care shall be used not to damage the exposed prestressing strands.

Using the same tools, remove the existing concrete to sound concrete along the edges of the damaged areas to a depth of 1" min. to $1\frac{1}{2}$ " max. The edges shall be saw cut $\frac{3}{4}$ " deep or less. The limits of removal on the beam are shown in the details. The entire area of existing concrete against which new concrete will be placed and any exposed portions of the prestressing strands shall be sandblasted. The concrete shall be sandblasted to expose clean, well-bonded aggregate.

All surfaces of the existing concrete in the areas to be repaired shall be prepared in accordance with Art. 503.09 (b) of the Standard Specs. The concrete beam to be repaired must be at a temperature of at least 50 °F or higher.

Self-drilling anchors or power-driven pins as shown in the Plans shall be placed at 9" alternate centers horizontally and located vertically 3" and 7" up from the bottom of the beam. Use wire ties in areas where the strands are exposed as shown in the details. Place 1" x 1" x 18 gage welded wire fabric in repair areas and attach it to the pins or strands with wire ties. The clearance between the finished surface of the new concrete and the welded wire fabric shall be 1" minimum. The beam involved in this work shall be rebuilt to its original dimensions.

Place the lower form on the bottom of the beam and compact by vibrating (or other approved methods) the concrete mix into the voids. After accessible voids have been filled and

compacted, the top vertical form shall be raised into position and the remaining voids filled and compacted. The sloping upper surface shall be finished to the configuration of the existing PPC I-Beam flange.

Web and Top Flange Repair:

The damaged area of the beams shall be cleaned of all loose and spalled concrete, and sealant. All loose material shall be removed to sound concrete until coarse aggregate will break under chipping rather than dislodging.

The edges shall be saw cut $\frac{3}{4}$ " deep or less. The limits of removal on the beam are shown in the details. The entire area of existing concrete against which new concrete will be placed and any exposed portions of the reinforcement bars shall be sandblasted. The concrete shall be sandblasted to expose clean, well-bonded aggregate.

All surfaces of the existing concrete in the areas to be repaired shall be prepared in accordance with Art. 503.09 (b) of the Standard Specs. The concrete beam to be repaired must be at a temperature of at least 50 °F or higher.

The beam involved in this work shall be finished to the configuration of the existing PPC I-Beam web

Method of Measurement

This work will be measured for payment in place and the area computed in square feet.

Basis of Payment

The work will be paid for at the contract unit price per square foot for PRECAST PRESTRESSED CONCRETE I-BEAM REPAIR which payment shall constitute full compensation for furnishing all labor, equipment, tools and incidentals necessary to complete the work as specified.

TEMPORARY SHORING AND CRIBBING

Effective: July 16, 1992

Revised: October 17, 2011

Description: This item shall consist of furnishing all material, equipment and labor to support the effected beam(s) during the substructure repairs as shown on the plans, as herein specified and as directed by the Engineer.

Construction Requirements: The Contractor shall submit details and calculations, prepared and sealed by an Illinois Licensed Structural Engineer, of the support system he/she proposes to use for approval of the Engineer prior to ordering of material and implementation. Such approval shall in no way relieve the Contractor of responsibility for the safety of the structure. The supports used shall be such that vertical adjustments may be made in order to maintain the existing beam profile. Prior to starting substructure repairs, the temporary supports shall be used to place an upward reaction on the effected beams designated in the plans, equal to but not larger than the dead load reactions given in the plans, thus relieving the superstructure dead load reaction from the substructure unit to be repaired. It is not the intention to raise the effected beams. As the vertical load is incrementally increased to the specified load, if vertical movement is detected the load shall not be increased further.

Additionally, if the work is to be completed under stage construction without traffic directly over the beams being shored then the Temporary Shoring and Cribbing shall be designed to carry the Dead Load plus $\frac{1}{2}$ (Live Load + Imp) as shown in the plans. If work is to be completed with traffic directly over the beams being shored then the Temporary Shoring and Cribbing shall be designed to carry the Dead Load plus full (Live Load + Imp) as shown in the plans.

Basis of Payment: The work specified herein, as shown on the plans and as directed by the Engineer, shall be paid for at the contract unit price each for TEMPORARY SHORING AND CRIBBING for each beam support location required.

BLENDED FINELY DIVIDED MINERALS (BDE)

Effective: April 1, 2021

Revise the second paragraph of Article 1010.01 of the Standard Specifications to read:

“Different sources or types of finely divided minerals shall not be mixed or used alternately in the same item of construction, except as a blended finely divided mineral product according to Article 1010.06.”

Add the following article to Section 1010 of the Standard Specifications:

“1010.06 Blended Finely Divided Minerals. Blended finely divided minerals shall be the product resulting from the blending or intergrinding of two or three finely divided minerals. Blended finely divided minerals shall be according to ASTM C 1697, except as follows.

- (a) Blending shall be accomplished by mechanically or pneumatically intermixing the constituent finely divided minerals into a uniform mixture that is then discharged into a silo for storage or tanker for transportation.
- (b) The blended finely divided mineral product will be classified according to its predominant constituent or the manufacturer’s designation and shall meet the chemical requirements of its classification. The other finely divided mineral constituent(s) will not be required to conform to their individual standards.”

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

- “(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the

work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

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

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

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

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

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13.”

Revise Article 108.04(b) of the Standard Specifications to read:

“(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item.”

Revise Article 109.09(f) of the Standard Specifications to read:

“(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

“**109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

(a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department’s efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision.”

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: March 2, 2019

FEDERAL OBLIGATION. 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.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract 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, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

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 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, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 0.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents 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.

DBE LOCATOR REFERENCES. 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:
<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

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

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract. The required forms and documentation must be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

The Department will not accept a Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate and adequately document enough DBE participation has been obtained or document the 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 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. This means 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 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 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. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (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 the 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 it is otherwise eligible for award. If the Department determines 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 will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.
- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "DOT.DBE.UP@illinois.gov" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation 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 reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person 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 reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by

the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. 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 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 DBE regular dealer or DBE 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 DBE Participation Commitment Statement.

- (a) NO AMENDMENT. 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 emailed to the Department at DOT.DBE.UP@illinois.gov.
- (b) CHANGES TO WORK. 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 or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) 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) The DBE is aware 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) 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 listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the 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 1200 or applicable state law.
- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor 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 subcontractor 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 Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the 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. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) FINAL PAYMENT. 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 30 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 Resident 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 the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (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) **RECONSIDERATION**. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

DISPOSAL FEES (BDE)

Effective: November 1, 2018

Replace Articles 109.04(b)(5) – 109.04(b)(8) of the Standard Specifications with the following:

- "(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such fees.
- (6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows.

- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.
- b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

- c. Quantities of materials, prices and extensions.
 - d. Transportation of materials.
 - e. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
- (8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being \$100.
- (9) All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after receipt of the Central Bureau of Construction form "Extra Work Daily Report". If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Department is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery."

ENGINEER'S FIELD OFFICE AND LABORATORY (BDE)

Effective: January 1, 2020

Revise the last sentence of the first paragraph of Article 670.01 of the Standard Specifications to read:

"The building shall remain available for use until released by the Engineer."

Revise the fifth and sixth paragraphs of Article 670.02 of the Standard Specifications to read:

"Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. A portable toilet, if necessary, shall be serviced once per week. Solid waste disposal consisting of two waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

In addition, the following furniture and equipment meeting the approval of the Engineer shall be furnished."

Revise Article 670.02(b) through 670.02(r) of the Standard Specifications to read:

"(b) One desk with minimum working surface of 48 x 72 in. (1.2 x 1.8 m).

(c) Two free standing four drawer legal size file cabinets with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.

(d) Table(s) and chairs capable of seating 10 people.

- (e) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (f) One refrigerator with a minimum size of 14 cu ft (0.40 cu m) with a freezer unit.
- (g) One electric desk type tape printing calculator.
- (h) A minimum of two communication paths. The configuration shall include:
 - (1) Internet Connection. An internet service connection with a wireless router capable of providing service to a minimum of five devices. The internet service shall be for unlimited data with a minimum internet data download speed of 25 megabits per second. For areas where this minimum download speed is not available, the maximum speed available for the area shall be provided.
 - (2) Telephone Line. One landline touch tone telephone with voicemail or answering machine. The telephone shall have an unpublished number.
- (i) One plain paper wireless color printer capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray. Separate paper trays for letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided. The wireless printer shall also be equipped to copy in color and scan documents.
- (j) One electric water cooler dispenser.
- (k) One first-aid cabinet fully equipped.
- (l) One microwave oven (minimum 700 watt) with a turntable and 1 cu ft (0.03 cu m) minimum capacity.
- (m) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
- (n) One electric paper shredder.
- (o) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length.”

Revise the last sentence of the first paragraph of Articles 670.04 and 670.05 of the Standard Specifications to read:

“Doors and windows shall be equipped with locks.”

Revise Article 670.04(c) through 670.04(n) of the Standard Specifications to read:

“(c) Two folding chairs.

- (d) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office to prevent theft of the entire cabinet.
- (e) A minimum of two communication paths. The configuration shall include:
 - (1) Internet Connection. An internet service connection with a wireless router capable of providing service to a minimum of five devices. The internet service shall be for unlimited data with a minimum internet download speed of 25 megabits per second. For areas where this minimum download speed is not available, the maximum speed available for the area shall be provided.
 - (2) Telephone Line. One land line touch tone telephone with voicemail or answering machine. The telephone shall have an unpublished number.
- (f) One electric desk type tape printing calculator.
 - (g) One first-aid cabinet fully equipped.
- (h) One plain paper wireless color printer capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray. Separate paper trays for letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided. The wireless printer shall also be equipped to copy in color and scan documents.
- (i) A portable toilet meeting Federal, State, and local health department requirements shall be provided, maintained clean and in good working condition, and shall be stocked with lavatory and sanitary supplies at all times. The portable toilet shall be serviced once per week.
- (j) One electric water cooler dispenser.
- (k) One refrigerator with a minimum size of 14 cu ft (0.45 cu m) with a freezer unit.
- (l) One microwave oven (minimum 700 watt) with a turntable and 1 cu ft (0.03 cu m) minimum capacity.”

Revise Article 670.05(f) of the Standard Specifications to read:

“(f) One landline touch tone telephone with voicemail or an answering machine. The telephone shall have an unpublished number.”

Delete the last sentence of the second paragraph of Article 670.06 of the Standard Specifications.

Revise the fifth sentence of the first paragraph of Article 670.07 of the Supplemental Specifications to read:

“This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which remain the property of the Contractor after release by

the Engineer, except the Department will pay that portion of the monthly long distance and monthly local telephone, when combined, exceed \$250.”

MOBILIZATION (BDE)

Effective: April 1, 2020

Replace Articles 671.02(a), (b), and (c) of the Standard Specifications with the following:

- “(a) Upon execution of the contract, 90 percent of the pay item will be paid.
- (b) When 90 percent of the adjusted contract value is earned, the remaining ten percent of the pay item will be paid along with any amount bid in excess of six percent of the original contract amount.”

PORTLAND CEMENT CONCRETE – HAUL TIME (BDE)

Effective: July 1, 2020

Revise Article 1020.11(a)(7) of the Standard Specifications to read:

“(7) Haul Time. 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 maximum haul time shall be as follows.

Concrete Temperature at Point of Discharge, °F (°C)	Maximum Haul Time ^{1/} (minutes)	
	Truck Mixer or Truck Agitator	Nonagitator Truck
50 - 64 (10 - 17.5)	90	45
> 64 (> 17.5) - without retarder	60	30
> 64 (> 17.5) - with retarder	90	45

1/ 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.”

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2019

Revised: January 1, 2020

Revise Section 669 of the Standard Specifications to read:

“SECTION 669. REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

669.01 Description. This work shall consist of the transportation and proper disposal of regulated substances. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their contents and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.

669.02 Equipment. The Contractor shall notify the Engineer of the delivery of all excavation, storage, and transportation equipment to a work area location. The equipment shall comply with OSHA and American Petroleum Institute (API) guidelines and shall be furnished in a clean condition. Clean condition means the equipment does not contain any residual material classified as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludges, or any other material present in or on equipment.

Before beginning any associated soil or groundwater management activity, the Contractor shall provide the Engineer with the opportunity to visually inspect and approve the equipment. If the equipment contains any contaminated residual material, decontamination shall be performed on the equipment as appropriate to the regulated substance and degree of contamination present according to OSHA and API guidelines. All cleaning fluids used shall be treated as the contaminant unless laboratory testing proves otherwise.

669.03 Pre-Construction Submittals and Qualifications. Prior to beginning this work, or working in areas with regulated substances, the Contractor shall submit a “Regulated Substances Pre-Construction Plan (RSPCP)” to the Engineer for review and approval using form BDE 2730. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

As part of the RSPCP, the Contractor(s) or firm(s) performing the work shall meet the following qualifications.

- (a) Regulated Substances Monitoring. Qualification for environmental observation and field screening of regulated substances work and environmental observation of UST removal shall require either pre-qualification in Hazardous Waste by the Department or

demonstration of acceptable project experience in remediation and operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements using BDE 2730.

Qualification for each individual performing regulated substances monitoring shall require a minimum of one-year of experience in similar activities as those required for the project.

- (b) **Underground Storage Tank Removal.** Qualification for underground storage tank (UST) removal work shall require licensing and certification with the Office of the State Fire Marshall (OSFM) and possession of all permits required to perform the work. A copy of the permit shall be provided to the Engineer prior to tank removal.

The qualified Contractor(s) or firm(s) shall also document it does not have any current or former ties with any of the properties contained within, adjoining, or potentially affecting the work.

The Engineer will require up to 21 calendar days for review of the RSPCP. The review may involve rejection or revision and resubmittal; in which case, an additional 21 days will be required for each subsequent review. Work shall not commence until the RSPCP has been approved by the Engineer. After approval, the RSPCP shall be revised as necessary to reflect changed conditions in the field and documented using BDE 2730A "Regulated Substances Pre-Construction Plan (RSPCP) Addendum" and submitted to the Engineer for approval.

CONSTRUCTION REQUIREMENTS

669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities at the contract specific work areas. As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 "Regulated Substances Monitoring Daily Record (RSMDR)".

- (a) **Environmental Observation.** Prior to beginning excavation, the Contractor shall mark the limits of the contract specific work areas. Once work begins, the monitoring personnel shall be present on-site continuously during the excavation and loading of material.
- (b) **Field Screening.** Field screening shall be performed during the excavation and loading of material from the contract specific work areas, except for material classified according to Article 669.05(b)(1) or 669.05(c) where field screening is not required.

Field screening shall be performed with either a photoionization detector (PID) (minimum 10.6eV lamp) or a flame ionization detector (FID), and other equipment as appropriate, to monitor for potential contaminants associated with regulated substances. The PID or FID shall be calibrated on-site, and background level readings taken and recorded daily, and as field and weather conditions change. Field screen readings on the PID or FID in excess of background levels indicates the potential presence of regulated substances requiring handling as a non-special waste, special waste, or hazardous waste. PID or FID readings may be used as the basis of increasing the limits of removal with the approval of the Engineer but shall in no case be used to decrease the limits.

669.05 Regulated Substances Management and Disposal. The management and disposal of soil and/or groundwater containing regulated substances shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in soil established pursuant to Subpart F of 35 Ill. Adm. Code 1100.605, the soil shall be managed as follows:
 - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC, but still considered within area background levels by the Engineer, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable. If the soils cannot be utilized within the right-of-way, they shall be managed and disposed of at a landfill as a non-special waste.
 - (2) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County identified in 35 Ill. Admin. Code 742 Appendix A. Table G, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of at a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation (USFO) within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (5) When the Engineer determines soil cannot be managed according to Articles 669.05(a)(1) through (a)(4) above and the materials do not contain special waste or hazardous waste, as determined by the Engineer, the soil shall be managed and disposed of at a landfill as a non-special waste.
 - (6) When analytical results indicate soil is hazardous by characteristic or listing pursuant to 35 Ill. Admin. Code 721, contains radiological constituents, or the Engineer otherwise determines the soil cannot be managed according to Articles 669.05(a)(1) through (a)(5) above, the soil shall be managed and disposed of off-site as a special waste or hazardous waste as applicable.

- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO for any of the following reasons.
- (1) The pH of the soil is less than 6.25 or greater than 9.0.
 - (2) The soil exhibited PID or FID readings in excess of background levels.
- (c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed Tiered Approach to Corrective Action Objectives (TACO) Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 Ill. Admin. Code 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO.
- (d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Ill. Admin. Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste or hazardous waste as applicable. Special waste groundwater shall be containerized and trucked to an off-site treatment facility, or may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority. Groundwater discharged to a sanitary sewer or combined sewer shall be pre-treated to remove particulates and measured with a calibrated flow meter to comply with applicable discharge limits. A copy of the permit shall be provided to the Engineer prior to discharging groundwater to the sanitary sewer or combined sewer.

Groundwater encountered within trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench, it may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority, or it shall be containerized and trucked to an off-site treatment facility as a special waste or hazardous waste. The Contractor is prohibited from discharging groundwater within the trench through a storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.

The Contractor shall use due care when transferring contaminated material from the area of origin to the transporter. Should releases of contaminated material to the environment occur (i.e., spillage onto the ground, etc.), the Contractor shall clean-up spilled material and place in the

appropriate storage containers as previously specified. Clean-up shall include, but not be limited to, sampling beneath the material staging area to determine complete removal of the spilled material.

The Contractor shall provide engineered barriers, when required, and shall include materials sufficient to completely line excavation surfaces, including sloped surfaces, bottoms, and sidewall faces, within the areas designated for protection.

The Contractor shall obtain all documentation including any permits and/or licenses required to transport the material containing regulated substances to the disposal facility. The Contractor shall coordinate with the Engineer on the completion of all documentation. The Contractor shall make all arrangements for collection and analysis of landfill acceptance testing. The Contractor shall coordinate waste disposal approvals with the disposal facility.

The Contractor shall provide the Engineer with all transport-related documentation within two days of transport or receipt of said document(s). For management of special or hazardous waste, the Contractor shall provide the Engineer with documentation that the Contractor is operating with a valid Illinois special waste transporter permit at least two weeks before transporting the first load of contaminated material.

Transportation and disposal of material classified according to Article 669.05(a)(5) or 669.05(a)(6) shall be completed each day so that none of the material remains on-site by the close of business, except when temporary staging has been approved.

Any waste generated as a special or hazardous waste from a non-fixed facility shall be manifested off-site using the Department's county generator number provided by the Bureau of Design and Environment. An authorized representative of the Department shall sign all manifests for the disposal of the contaminated material and confirm the Contractor's transported volume. Any waste generated as a non-special waste may be managed off-site without a manifest, a special waste transporter, or a generator number.

The Contractor shall select a landfill permitted for disposal of the contaminant within the State of Illinois. The Department will review and approve or reject the facility proposed by the Contractor to use as a landfill. The Contractor shall verify whether the selected disposal facility is compliant with those applicable standards as mandated by their permit and whether the disposal facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected landfill shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.

669.06 Non-Special Waste Certification. An authorized representative of the Department shall sign and date all non-special waste certifications. The Contractor shall be responsible for providing the Engineer with the required information that will allow the Engineer to certify the waste is not a special waste.

(a) Definition. A waste is considered a non-special waste as long as it is not:

- (1) a potentially infectious medical waste;
- (2) a hazardous waste as defined in 35 Ill. Admin. Code 721;

- (3) an industrial process waste or pollution control waste that contains liquids, as determined using the paint filter test set forth in subdivision (3)(A) of subsection (m) of 35 Ill. Admin. Code 811.107;
 - (4) a regulated asbestos-containing waste material, as defined under the National Emission Standards for Hazardous Air Pollutants in 40 CFR Part 61.141;
 - (5) a material containing polychlorinated biphenyls (PCB's) regulated pursuant to 40 CFR Part 761;
 - (6) a material subject to the waste analysis and recordkeeping requirements of 35 Ill. Admin. Code 728.107 under land disposal restrictions of 35 Ill. Admin. Code 728;
 - (7) a waste material generated by processing recyclable metals by shredding and required to be managed as a special waste under Section 22.29 of the Environmental Protection Act; or
 - (8) an empty portable device or container in which a special or hazardous waste has been stored, transported, treated, disposed of, or otherwise handled.
- (b) Certification Information. All information used to determine the waste is not a special waste shall be attached to the certification. The information shall include but not be limited to:
- (1) the means by which the generator has determined the waste is not a hazardous waste;
 - (2) the means by which the generator has determined the waste is not a liquid;
 - (3) if the waste undergoes testing, the analytic results obtained from testing, signed and dated by the person responsible for completing the analysis;
 - (4) if the waste does not undergo testing, an explanation as to why no testing is needed;
 - (5) a description of the process generating the waste; and
 - (6) relevant material safety data sheets.

669.07 Temporary Staging. Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. Soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Temporary staging shall be accomplished within the right-of-way and the Contractor's means and methods shall be described in the approved or amended RSPCP. Staging areas shall not be located within 200 feet (61 m) of a public or private water supply well; nor within 100 feet (30 m)

of sensitive environmental receptor areas, including wetlands, rivers, streams, lakes, or designated habitat zones.

The method of staging shall consist of containerization or stockpiling as applicable for the type, classification, and physical state (i.e., liquid, solid, semisolid) of the material. Materials of different classifications shall be staged separately with no mixing or co-mingling.

When containers are used, the containers and their contents shall remain intact and inaccessible to unauthorized persons until the manner of disposal is determined. The Contractor shall be responsible for all activities associated with the storage containers including, but not limited to, the procurement, transport, and labeling of the containers. The Contractor shall not use a storage container if visual inspection of the container reveals the presence of free liquids or other substances that could cause the waste to be reclassified as a hazardous or special waste.

When stockpiles are used, they shall be covered with a minimum 20-mil plastic sheeting or tarps secured using weights or tie-downs. Perimeter berms or diversionary trenches shall be provided to contain and collect for disposal any water that drains from the soil. Stockpiles shall be managed to prevent or reduce potential dust generation.

When staging non-special waste, special waste, or hazardous waste, the following additional requirements shall apply:

- (a) Non-Special Waste. When stockpiling soil classified according to Article 669.05(a)(1) or 669.05(a)(5), an impermeable surface barrier between the materials and the ground surface shall be installed. The impermeable barrier shall consist of a minimum 20-mil plastic liner material and the surface of the stockpile area shall be clean and free of debris prior to placement of the liner. Measures shall also be taken to limit or discourage access to the staging area.
- (b) Special Waste and Hazardous Waste. Soil classified according to Article 669.05(a)(6) shall not be stockpiled but shall be containerized immediately upon generation in containers, tanks or containment buildings as defined by RCRA, Toxic Substances Control Act (TSCA), and other applicable State or local regulations and requirements, including 35 Ill. Admin. Code Part 722, Standards Applicable to Generators of Hazardous Waste.

The staging area(s) shall be enclosed (by a fence or other structure) to restrict direct access to the area, and all required regulatory identification signs applicable to a staging area containing special waste or hazardous waste shall be deployed.

Storage containers shall be placed on an all-weather gravel-packed, asphalt, or concrete surface. Containers shall be in good condition and free of leaks, large dents, or severe rusting, which may compromise containment integrity. Containers must be constructed of, or lined with, materials that will not react or be otherwise incompatible with the hazardous or special waste contents. Containers used to store liquids shall not be filled more than 80 percent of the rated capacity. Incompatible wastes shall not be placed in the same container or comingled.

All containers shall be legibly labeled and marked using pre-printed labels and permanent marker in accordance with applicable regulations, clearly showing the date of waste

generation, location and/or area of waste generation, and type of waste. The Contractor shall place these identifying markings on an exterior side surface of the container.

Storage containers shall be kept closed, and storage pads covered, except when access is needed by authorized personnel.

Special waste and hazardous waste shall be transported and disposed within 90 days from the date of generation.

669.08 Underground Storage Tank Removal. For the purposes of this section, an underground storage tank (UST) includes the underground storage tank, piping, electrical controls, pump island, vent pipes and appurtenances.

Prior to removing an UST, the Engineer shall determine whether the Department is considered an "owner" or "operator" of the UST as defined by the UST regulations (41 Ill. Adm. Code Part 176). Ownership of the UST refers to the Department's owning title to the UST during storage, use or dispensing of regulated substances. The Department may be considered an "operator" of the UST if it has control of, or has responsibility for, the daily operation of the UST. The Department may however voluntarily undertake actions to remove an UST from the ground without being deemed an "operator" of the UST.

In the event the Department is deemed not to be the "owner" or "operator" of the UST, the OSFM removal permit shall reflect who was the past "owner" or "operator" of the UST. If the "owner" or "operator" cannot be determined from past UST registration documents from OSFM, then the OSFM removal permit will state the "owner" or "operator" of the UST is the Department. The Department's Office of Chief Counsel (OCC) will review all UST removal permits prior to submitting any removal permit to the OSFM. If the Department is not the "owner" or "operator" of the UST then it will not register the UST or pay any registration fee.

The Contractor shall be responsible for obtaining permits required for removing the UST, notification to the OSFM, using an OSFM certified tank contractor, removal and disposal of the UST and its contents, and preparation and submittal of the OSFM Site Assessment Report in accordance with 41 Ill. Admin. Code Part 176.330.

The Contractor shall contact the Engineer and the OSFM's office at least 72 hours prior to removal to confirm the OSFM inspector's presence during the UST removal. Removal, transport, and disposal of the UST shall be according to the applicable portions of the latest revision of the "American Petroleum Institute (API) Recommended Practice 1604".

The Contractor shall collect and analyze tank content (sludge) for disposal purposes. The Contractor shall remove as much of the regulated substance from the UST system as necessary to prevent further release into the environment. All contents within the tank shall be removed, transported and disposed of, or recycled. The tank shall be removed and rendered empty according to IEPA definition.

The Contractor shall collect soil samples from the bottom and sidewalls of the excavated area in accordance with 35 Ill. Admin. Code Part 734.210(h) after the required backfill has been removed during the initial response action, to determine the level of contamination remaining in the ground, regardless if a release is confirmed or not by the OSFM on-site inspector.

In the event the UST is designated a leaking underground storage tank (LUST) by the OSFM's inspector, or confirmation by analytical results, the Contractor shall notify the Engineer and the District Environmental Studies Unit (DESU). Upon confirmation of a release of contaminants and notifications to the Engineer and DESU, the Contractor shall report the release to the Illinois Emergency Management Agency (IEMA) (e.g., by telephone or electronic mail) and provide them with whatever information is available ("owner" or "operator" shall be stated as the past registered "owner" or "operator", or the IDOT District in which the tank is located and the DESU Manager).

The Contractor shall perform the following initial response actions if a release is indicated by the OSFM inspector:

- (a) Take immediate action to prevent any further release of the regulated substance to the environment, which may include removing, at the Engineer's discretion, and disposing of up to 4 ft (1.2 m) of the contaminated material, as measured from the outside dimension of the tank;
- (b) Identify and mitigate fire, explosion and vapor hazards;
- (c) Visually inspect any above ground releases or exposed below ground releases and prevent further migration of the released substance into surrounding soils and groundwater; and
- (d) Continue to monitor and mitigate any additional fire and safety hazards posed by vapors and free product that have migrated from the tank excavation zone and entered into subsurface structures (such as sewers or basements).

The tank excavation shall be backfilled according to applicable portions of Sections 205, 208, and 550 with a material that will compact and develop stability. All uncontaminated concrete and soil removed during tank extraction may be used to backfill the excavation, at the discretion of the Engineer.

After backfilling the excavation, the site shall be graded and cleaned.

669.09 Regulated Substances Final Construction Report. Not later than 90 days after completing this work, the Contractor shall submit a "Regulated Substances Final Construction Report (RSFCR)" to the Engineer using form BDE 2733 and required attachments. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

669.10 Method of Measurement. Non-special waste, special waste, and hazardous waste soil will be measured for payment according to Article 202.07(b) when performing earth excavation, Article 502.12(b) when excavating for structures, or by computing the volume of the trench using the maximum trench width permitted and the actual depth of the trench.

Groundwater containerized and transported off-site for management, storage, and disposal will be measured for payment in gallons (liters).

Backfill plugs will be measured in cubic yards (cubic meters) in place, except the quantity for which payment will be made shall not exceed the volume of the trench, as computed by using the maximum width of trench permitted by the Specifications and the actual depth of the trench, with a deduction for the volume of the pipe.

Engineered Barriers will be measured for payment in square yards (square meters).

669.11 Basis of Payment. The work of preparing, submitting and administering a Regulated Substances Pre-Construction Plan will be paid for at the contract lump sum price for REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN.

Regulated substances monitoring, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day, or fraction thereof to the nearest 0.5 calendar day, for REGULATED SUBSTANCES MONITORING.

The installation of engineered barriers will be paid for at the contract unit price per square yard (square meter) for ENGINEERED BARRIER.

The work of UST removal, soil excavation, soil and content sampling, the management of excavated soil and UST content, and UST disposal, will be paid for at the contract unit price per each for UNDERGROUND STORAGE TANK REMOVAL.

The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.

The transportation and disposal of groundwater from an excavation determined to be contaminated will be paid for at the contract unit price per gallon (liter) for SPECIAL WASTE GROUNDWATER DISPOSAL or HAZARDOUS WASTE GROUNDWATER DISPOSAL. When groundwater is discharged to a sanitary or combined sewer by permit, the cost will be paid for according to Article 109.05.

Backfill plugs will be paid for at the contract unit price per cubic yard (cubic meter) for BACKFILL PLUGS.

Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) will be paid for according to Article 109.04. The Department will not be responsible for any additional costs incurred, if mismanagement of the staging area, storage containers, or their contents by the Contractor results in excess cost expenditure for disposal or other material management requirements.

Payment for accumulated stormwater removal and disposal will be according to Article 109.04. Payment will only be allowed if appropriate stormwater and erosion control methods were used.

Payment for decontamination, labor, material, and equipment for monitoring areas beyond the specified areas, with the Engineer's prior written approval, will be according to Article 109.04.

When the waste material for disposal requires sampling for landfill disposal acceptance, the samples shall be analyzed for TCLP VOCs, SVOCs, RCRA metals, pH, ignitability, and paint filter test. The analysis will be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS using EPA Methods 1311 (extraction), 8260B for VOCs, 8270C for SVOCs, 6010B and 7470A for RCRA metals, 9045C for pH, 1030 for ignitability, and 9095A for paint filter.

The work of preparing, submitting and administering a Regulated Substances Final Construction Report will be paid for at the contract lump sum price REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT.”

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

“109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.
 The Contractor shall report all payments made to the following parties:

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor’s submitted DBE utilization plan.

The report shall be made through the Department’s on-line subcontractor payment reporting system within 21 days of making the payment.”

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%”

TRAFFIC CONTROL DEVICES - CONES (BDE)

Effective: January 1, 2019

Revise Article 701.15(a) of the Standard Specifications to read:

“(a) Cones. Cones are used to channelize traffic. Cones used to channelize traffic at night shall be reflectorized; however, cones shall not be used in nighttime lane closure tapers or nighttime lane shifts.”

Revise Article 1106.02(b) of the Standard Specifications to read:

“(b) Cones. Cones shall be predominantly orange. Cones used at night that are 28 to 36 in. (700 to 900 mm) in height shall have two white circumferential stripes. If non-reflective spaces are left between the stripes, the spaces shall be no more than 2 in. (50mm) in width. Cones used at night that are taller than 36 in. (900 mm) shall have a minimum of two white and two fluorescent orange alternating, circumferential stripes with the top stripe being fluorescent orange. If non-reflective spaces are left between the stripes, the spaces shall be no more than 3 in. (75 mm) in width.

The minimum weights for the various cone heights shall be 4 lb for 18 in. (2 kg for 450 mm), 7 lb for 28 in. (3 kg for 700 mm), and 10 lb for 36 in. (5 kg for 900 mm) with a minimum of 60 percent of the total weight in the base. Cones taller than 36 in. shall be weighted per the manufacturer’s specifications such that they are not moved by wind or passing traffic.”

TRAFFIC SPOTTERS (BDE)

Effective: January 1, 2019

Revise Article 701.13 of the Standard Specifications to read:

“**701.13 Flaggers and Spotters.** Flaggers shall be certified by an agency approved by the Department. While on the job site, each flagger shall have in his/her possession a current driver’s license and a current flagger certification I.D. card. For non-drivers, the Illinois Identification Card issued by the Secretary of State will meet the requirement for a current driver’s license. This certification requirement may be waived by the Engineer for emergency situations that arise due to actions beyond the Contractor’s control where flagging is needed to maintain safe traffic control on a temporary basis. Spotters are defined as certified flaggers that provide support to workers by monitoring traffic.

Flaggers and spotters shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 2 garments. Flaggers shall be equipped with a stop/slow traffic control sign. Spotters shall be equipped with a loud warning device. The warning sound shall be identifiable by workers so they can take evasive action when necessary. Other types of garments may be substituted for the vest as long as the garments have a manufacturer’s tag identifying them as meeting the ANSI Class 2 requirement. The longitudinal placement of the flagger may

be increased up to 100 ft (30 m) from that shown on the plans to improve the visibility of the flagger. Flaggers shall not encroach on the open lane of traffic unless traffic has been stopped. Spotters shall not encroach on the open lane of traffic, nor interact with or control the flow of traffic.

For nighttime flagging, flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 10 fc (108 lux) measured 1 ft (300 mm) out from the flagger's chest. The bottom of any luminaire shall be a minimum of 10 ft (3 m) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties. Nighttime flaggers shall be equipped with fluorescent orange or fluorescent orange and fluorescent yellow/green apparel meeting the requirements of ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010 for Conspicuity Class 3 garments.

Flaggers and spotters shall be provided per the traffic control plan and as follows.

- (a) Two-Lane Highways. Two flaggers will be required for each separate operation where two-way traffic is maintained over one lane of pavement. Work operations controlled by flaggers shall be no more than 1 mile (1600 m) in length. Flaggers shall be in sight of each other or in direct communication at all times. Direct communication shall be obtained by using portable two-way radios or walkie-talkies.

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

- (b) Multi-Lane Highways. At all times where traffic is restricted to less than the normal number of lanes on a multilane pavement with a posted speed limit greater than 40 mph and the workers are present, but not separated from the traffic by physical barriers, a flagger or spotter shall be furnished as shown on the plans. Flaggers shall warn and direct traffic. Spotters shall monitor traffic conditions and warn workers of errant approaching vehicles or other hazardous conditions as they occur. One flagger will be required for each separate activity of an operation that requires frequent encroachment in a lane open to traffic. One spotter will be required for each separate activity with workers near the edge of the open lane or with their backs facing traffic.

Flaggers will not be required when no work is being performed, unless there is a lane closure on two-lane, two-way pavement.”

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

The Contractor shall submit 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 for DBE goal credit.

The report shall be submitted to the Engineer on Department form “SBE 723” within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

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.

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices

manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The

Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **95** working days.

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 on-the-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 non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; 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 single-user 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.

b. (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 from the Wage and Hour Division Web site at <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 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 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 (<https://www.epls.gov/>), 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.

* * * * *

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.

* * * * *

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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

**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.