# 55

### Letting June 13, 2025

## Notice to Bidders, Specifications and Proposal



Contract No. 66K63
DEKALB County
Section (125BR)BR
Route FAP 553
Project BR-Q1EE(314)
District 3 Construction Funds

Prepared by

# Illinois Department of Transportation

#### **NOTICE TO BIDDERS**

- 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. June 13, 2025 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. 66K63
DEKALB County
Section (125BR)BR
Project BR-Q1EE(314)
Route FAP 553
District 3 Construction Funds

1370 ft of Superstructure Replacement (SN 019-0030) over Owens Creek, 1.3 miles west of Kirkland.

- 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

Gia Biagi, Acting Secretary

## INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2025

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-25)

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STATE OF ILLINOIS	

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of FAP Route 553 (IL 72), Project BR-Q1EE(314), Section (125BR)BR, DeKalb County, Contract No. 66K63 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### **LOCATION OF PROJECT**

The project is located on FAP Route 553 (IL 72) over Owens Creek, from approximately 465 feet west of Quarry Road to approximately 905 feet east of Quarry Road, in unincorporated Franklin Township, S27&28-T42N-R3E, DeKalb County, Illinois.

#### **DESCRIPTION OF PROJECT**

The project consists of superstructure replacement, substructure repairs, and abutment modifications of SN 019-0030 which carries IL 72 over Owens Creek. Additional work includes pavement removal and replacement, guardrail replacement, drainage improvements, and slope grading.

#### STATUS OF UTILITIES TO BE ADJUSTED:

(Effective January 1, 2007; Revised January 24, 2011)

Name & Address of Utility	<u>Type</u>	Location	Estimated Date
			Relocation Complete
ComEd – Public Relocation Dept. Three Lincoln Centre, Suite 600 Oakbrook Terrace, IL 60181  ComEd Ref # H27303DKB  Jamie.gaddis@comed.com (630)-294-4732	Electric	ComEd has overhead electric lines along the south ROW of IL 72.  They have indicated there are 4 poles in conflict with the project.	A timeline has not
Frontier Comm's. Corp. 109 W. Market Street Bloomington, IL 61701  Paulo Javier Belvidere, IL 309-820-1242 paulo.t.javier@ftr.com	Communications	Frontier has not responded at the time of this report.	No conflicts are anticipated.
iFiber now Stratus Networks 3100 Sycamore Road DeKalb, IL 60115  Lance Sandy o: 309-222-2095 c: 815-762-7781 Isandy@stratusnet.com	Fiber optic	iFiber has provided a sketch showing they are located along the south ROW of IL 72.	No conflicts are anticipated.
Nicor 1844 Ferry Road Naperville, IL 60563 Nicor # N19132 old #N14978	Gas	Nicor has a 6" gas main which is located approximately 27' south of the center line.	A relocation may be needed.
Mediacom 3900 26 <sup>th</sup> Avenue Moline, IL 61265  Mitch Hancock Office 309-743-4735 Cell 563-529-1866 mhancock@Mediacomcc.com	Cable	Mediacom has Fiber Optic on the on the west side of Quarry Rd, crosses Quarry Rd at the intersection and goes East on the Southside on IL 72	A relocation may be needed.

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Section 102 and Articles 105.07, 107.20, 107.37, 107.38, 107.39, 107.40, and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor.

\*\* Above utility relocation information reflected as of March 20, 2025. Utility relocations are anticipated to be complete by approximately March 1, 2026. Per SB 699 (90-day utility relocation law), once the proposed right of way is clear to award the project, a notice will be sent to the utility companies instructing them to have their facilities relocated within 90 days.

#### UTILITY RELOCATIONS AND DELAYED START DATE

(Effective January 1, 2022)

It is anticipated that utility relocations will be underway when this project is awarded. The Contractor should assume that the start date for work on this project will be March 1, 2026, unless approved by the Engineer, to allow for utility relocations to be completed.

 Work associated with tree removal shall be performed as outlined per the tree removal commitment.

No working days shall be charged, and no additional compensation shall be due the Contractor for delays prior to March 1, 2026.

#### **WETLAND AREAS**

(Effective April 3, 1997; Revised April 22, 2010)

<u>Description</u>: According to Federal Executive Order 11990, dated May 24, 1977, and Articles 107.01 and 107.23 of the Standard Specifications, the Contractor shall protect the wetland areas on or adjacent to this project.

This work shall consist of constructing, maintaining, removing, and disposing of a temporary fence, perimeter erosion barrier, and signs as shown on the plans and as described herein.

<u>Materials</u>: Temporary fence shall be a minimum of 4 ft. in height and shall be a high visibility orange snow fence. Fence stakes shall meet the requirements of Article 1081.15(b) of the Standard Specifications.

Perimeter erosion barrier shall meet the requirements of Section 280 of the Standard Specifications.

Signs shall meet the requirements of Article 720.02 of the Standard Specifications and shall be 9 in. x 12 in. and shall read "Federally Protected Wetlands: KEEP OUT". Sign supports shall meet the requirements of Section 1093 of the Standard Specifications.

<u>Construction Requirements</u>: The Contractor shall install fence at all wetland areas as shown on the plans. The Contractor shall also install a minimum of two signs at each wetland location. Signs shall not be spaced greater than 300 ft. apart.

The Contractor shall remove the temporary fence at the completion of the project.

<u>Method of Measurement</u>: The temporary fence will be measured for payment in place in feet along the top of the fence. The signs, sign supports, and fence stakes will not be measured for payment.

Perimeter erosion barrier will be measured for payment according to Article 280.07 of the Standard Specifications.

<u>Basis of Payment</u>: The temporary fence will be paid for at the contract unit price per foot for TEMPORARY FENCE, which price shall include the cost of the snow fence, fence stakes, signs, and sign supports.

Perimeter erosion barrier will be paid for according to Article 280.08 of the Standard Specifications.

#### MAINTENANCE (CORPS OF ENGINEERS NWP # 3)

(Effective February 25, 2022)

All requests made by the Contractor shall refer to Permit No. <u>DOT-D3-2025-0001</u> for the proposed bridge maintenance of <u>SN019-0030</u>. (This project is considered **Non-Reporting**)

#### Contract No. 66K63

- This NWP authorizes the removal of accumulated sediments and debris in the vicinity of and within existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and the placement of new or additional riprap to protect the structure. The removal of sediment is limited to the minimum necessary to restore the waterway in the immediate vicinity of the structure to the approximate dimensions that existed when the structure was built but cannot extend further than 200 feet in any direction from the structure. This 200 feet limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. The placement of riprap must be the minimum necessary to protect the structure or to ensure the safety of the structure. Any bank stabilization measures not directly associated with the structure will require a separate authorization from the district engineer.
- This NWP authorizes temporary structures, fills and work necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills or dewatering of construction sites. Temporary fills must consist of clean coarse aggregate materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The areas affected by temporary fills must be revegetated, as appropriate.
- This NWP does not authorize maintenance dredging for the primary purpose of navigation or beach restoration. This NWP does not authorize new stream channelization or stream relocation
- The contractor that uses temporary work pads, cofferdams, access roads and other temporary fills in order to perform work in creeks, streams, or rivers shall maintain flow in these waters by utilizing dam and pumping, fluming, culverts or other such techniques.
- The project must be constructed without violating the applicable provisions of the Illinois Environmental Protection Act.
- Water pollution should not be from the construction activities needed to complete this project.

- No violations of the applicable water quality standards of the Illinois Pollution Control Board, Tittle 35, Subtitle C: Water Pollution Rules and Regulation or interference with water use practices near public recreation areas or water supply intake will be allowed as part of this project.
- Interference with water use practices near public recreation areas or water supply intake should not be caused by the construction activities.
- Any spoil material excavated, dredged or otherwise produced by the construction activities should not be returned to the waterway. The materials should be deposited in a self-contained area in compliance with all state statues, as determined by the Illinois EPA.
- Backfilling, if any, must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.
- Adequate planning and supervision must be provided on behalf of the Department of Transportation, District 3 during the construction period to ensure construction methods, processes and cleanup procedures necessary to prevent water pollution and erosion are enforced.
- Haul Roads and Other Temporary Stream Crossings or In-Stream Causeways/Work Pads will not be measured or paid for separately but shall be considered as included in the unit cost of the various pay items in the contract.

Should the Contractor desire to deviate from the guidelines currently imposed under the permit as listed above, then full design details including location, material specifications, and hydraulic analysis should be included in a request to the Illinois Department of Transportation, Attn: **Bridge and Hydraulics Unit**, 700 East Norris Dr., Ottawa, IL 61350.

Any additional request is at the discretion of the Contractor; therefore, any delays in receiving approval for various methods outside of the given parameters will **not** be cause for additional compensation.

The requirements/ conditions of the Nationwide Permit #3 must still be adhered to and can be found at the following link: 2021 Nationwide Permit 3 - Final Decision Document (oclc.org)

Permit Expiration: March 14, 2026

#### AGGREGATE SURFACE COURSE, TYPE B

(Effective January 1, 2007)

Add the following to Article 402.07 of the Standard Specifications:

The top layer shall be given a final rolling with a roller meeting the requirements of Article 1101.01.

#### AGGREGATE SHOULDERS TYPE B

(Effective July 1, 1990; Revised July 31, 2020)

The aggregate shoulder shall be constructed according to Section 481 of the Standard Specifications. The shoulder shall be constructed in two lifts. The first lift shall be placed and compacted flush with the top of the adjacent HMA shoulder or binder. Placement of the HMA surface course will not be allowed until the first lift of aggregate shoulder is constructed.

#### SHOULDER STABILIZATION AT GUARDRAIL

(Effective February 7, 2013)

Replace the last sentence of the second, third and fourth paragraphs of Article 630.06 with the following:

The void around each post shall be backfilled with earth or aggregate and capped with 3 in. of grout.

#### WIDTH RESTRICTION SIGN

(Effective April 24, 2017)

Width restriction signs, as shown in Standard 701901 – Traffic Control Devices, shall be used on this project. They shall be placed as follows:

MAX WIDTH	MILES AHEAD	SIGN LOCATION
10'-6" (Stage 1)	8 MILES AHEAD	EB on west leg of IL 72 & I-39 SB entrance ramp SB
10'-0" (Stage 2)		on north leg of IL 72 & I-39 SB exit ramp
10'-6" (Stage 1)	7-3/4 MILES AHEAD	SB on north leg of IL 72 & I-39 NB exit ramp
10'-0" (Stage 2)		
10'-6" (Stage 1)	1-1/2 MILES AHEAD	EB on west leg of IL 72 & Irene Rd NB
10'-0" (Stage 2)		on south leg of IL 72 & Irene Rd
		SB on north leg of IL 72 & Irene Rd
10'-6" (Stage 1)	1-1/4 MILES AHEAD	WB on east leg of IL 72 & Malta Rd
10'-0" (Stage 2)		NB on south leg of IL 72 & Malta Rd
10'-6" (Stage 1)	1-1/2 MILES AHEAD	NB on south leg of IL 72 & 6th St SB
10'-0" (Stage 2)		on north leg of IL 72 & 6th St
10'-6" (Stage 1)	10-1/4 MILES AHEAD	WB on east leg of IL 72 & IL 23
10'-0" (Stage 2)		NB on south leg of IL 72 & IL 23

The cost of supplying, installing, maintaining, and removing width restriction signs shall be included in the cost of the traffic control and protection pay items.

#### **TEMPORARY BRIDGE TRAFFIC SIGNALS (STANDARD 701316 OR 701321)**

(Effective July 1, 1999; Revised January 1, 2022)

<u>Description</u>. This work shall be done according to Sections 701 and 862 of the Standard Specifications, Standard 701316 or 701321, <u>and</u> modified as described herein.

Microwave detectors shall be installed instead of the induction loop detectors shown on Standard 701316 or Standard 701321.

<u>Materials</u>. The controller shall provide actuated operation for the number of phases required with full menu driven format for ease of data entry. The controller shall show all the timers operating simultaneously.

A standard uninterruptable power supply (UPS) shall be required for the traffic signal cabinet with controller.

All signal heads shall be LED's.

The microwave detector shall be a motion and presence sensor that provides vehicle detection that is not affected by temperature, humidity, color, or background variations and shall meet the approval of the Engineer. It shall be capable of tracking multiple moving and stationary vehicles. It shall have an adjustable hold time on stationary objects from 0 to 15 minutes. The microwave detector shall be designed to detect moving vehicles at a maximum range of 300 ft. The microwave detector shall have an ability to accurately discriminate between vehicles arriving and departing. The Contractor shall supply the type of lead-in cable recommended by the manufacturer for his microwave detector.

<u>Construction Requirements</u>. The Contractor shall mount a metal arm to each near right signal post (an arm for a light fixture would be acceptable). The arm shall be reasonably stationary to prevent false calls on the microwave sensor. The final mounting height of the microwave detector shall be 17.5 ft plus or minus 0.5 ft. The microwave detector shall be horizontally positioned somewhere between the center of the driving lane and 2 ft from the edge of the driving lane. The microwave detector shall be aimed to a 6 ft height at the stop bar at the center of the driving lane.

The microwave detector voltage shall be the highest allowed by the manufacturer.

At the time of inspection and programming of the controller, one of the Contractor's employees or representatives at the inspection shall be capable of doing all cabinet wiring or controller programming necessary to accomplish the type of operation desired or to modify the cabinet for any unusual conditions.

The UPS shall be installed adjacent to the controller cabinet and mounted according to Article 701.18(b)(2)d.

No vehicle, trailer, or other large object may be parked between the microwave detector and 500 ft. in the direction of approaching traffic.

Where there is an intersecting street or driveway within the limits of the stage construction stop bars, the following specifications shall also apply:

<u>Material.</u> Each signal for an intersecting street or driveway shall consist of one red ball section, one yellow ball section, one green left arrow section, and one green right arrow section with backplate.

Construction Requirements. Signal heads shall be located as shown on the plans.

Detection for the side road and driveway shall consist of a microwave detector. The microwave detector shall be mounted 14 to 18 ft high on the near right post for the side road and driveway. Each approach of a side road and driveway shall be a separate phase.

When the green proceeds from one side of the bridge to the other, the controller shall time a programmable long, all red, period. Approaches on the same side of the bridge shall be able to cycle between each other without incurring the long all red time but a shorter programmable time.

The Contractor shall supply and install two (one near right; one far left) NO TURN ON RED signs for each sideroad and driveway approach.

The Contractor shall supply and install two (one near right; one far left) STOP HERE ON RED signs for each sideroad and driveway approach to be placed adjacent to the stop bar.

The Contractor shall be required to remove and store or securely cover any conflicting existing signs.

The Contractor shall supply and erect a SIGNAL AHEAD sign for each side road.

The Contractor shall be required to restore all original traffic control when the temporary bridge signals are removed.

<u>Basis of Payment.</u> This work, including the UPS, will be included in the contract unit price each for TEMPORARY BRIDGE TRAFFIC SIGNALS.

#### TRAFFIC CONTROL SURVEILLANCE

(Effective January 1, 2016)

Revise the first sentence of Article 701.10 of the Standard Specifications to read:

**701.10 Surveillance.** When open holes, broken pavement, trenches over 3 in. deep and 4 in. wide, or other hazards are present within 8 ft of the edge of an open lane; when opposing directions of traffic are separated by barrier wall; or on a closed road from the time a structure is removed until the time the structure has been replaced, the Contractor shall furnish traffic control surveillance during all hours when the Contractor is not engaged in construction operations

#### **TEMPORARY INFORMATION SIGNING**

(Effective September 24, 2013; Revised July 31, 2020)

<u>Description</u>. This work shall consist of the furnishing, installation, maintenance, and removal of temporary information signs.

<u>Materials</u>. Materials shall be according to the applicable portions of Section 701 of the Standard Specifications and as shown on the plans.

<u>Construction Requirements.</u> The temporary information signs shall be in place at least one week prior to the beginning of construction activities that impact traffic flow and shall remain in place until the completion of the project. If all lanes are open for an extended period of time during the project, the Contractor shall cover the signs until lane closures resume. If the project is shut down for the winter, the signs shall read "Road Work Resumes Spring XXXX."

Signs shall be installed according to the requirements of Section 701.

<u>Method of Measurement</u>. This work will be measured for payment in square feet in place. The Basis of Payment. auxiliary sign panel will not be measured for payment.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per square foot for TEMPORARY INFORMATION SIGNING.

#### **LINEAR DELINEATOR PANELS, 6 INCH**

(Effective April 28, 2017)

<u>Description.</u> Linear delineator panels shall be placed on each parapet wall 6 in. down from the top. Panels shall also be placed on structures containing bridge rail as directed by the Engineer. These panels shall be either white or yellow, matching the color of the adjacent pavement marking edge line. They should be spaced at a minimum of 80 ft centers horizontally, with the first and last panel located within 20 ft of the parapet wall ends. Structures that contain existing linear delineator panels shall have any damaged or missing panels removed and replaced as directed by the Engineer.

When attaching linear delineator panels to concrete, the panels shall be secured using an anchor bolt method approved by the Engineer that will anchor the entire panel securely, but also facilitate removal of the panel by maintenance operations if damaged or weathered in the future. The Contractor shall also sufficiently cover the back side of the linear delineator panel, to the satisfaction of the Engineer, with an adhesive caulking system to aid in the permanent adhesion and alignment of the panels prior to drilling through the pre-drilled linear delineation system holes.

When securing the linear delineator panels to metal bridge rail or any other metal surfaces, the Contractor may use a linear delineation system panel and bracket mounting method approved by the Engineer. The Contractor may also use an adhesive caulking method to sufficiently cover the back side of the linear delineator panel to the satisfaction of the Engineer. The Contractor shall be responsible for testing the durability and strength of the method used to ensure permanent adhesion of the linear delineator panel to the bridge rail. Drilling into metal bridge rail or other metal surfaces to secure the linear delineator panels will not be permitted.

When removing and replacing missing or damaged linear delineator panels, the existing linear delineator panels and any adhesive used to secure the existing linear delineator panels shall be removed to the satisfaction of the Engineer. All cost and labor associated with the removal and cleanup of the existing linear delineator panels shall be included in the unit price of the pay item LINEAR DELINEATOR PANELS, 6 INCH.

Each panel shall not be less than 34 in. in length and 6.0 in. in width. The panels shall be constructed of cube-corner retroreflective material in standard highway colors permanently bonded to an aluminum substrate. The lateral edges of each panel shall be hemmed. The panel assembly shall have a repeating raised lateral ridge every 2.25 in. Each ridge shall be 0.34 in. high with a 45° profile and a 0.28 in. radius top.

Daytime color requirements shall be determined from measurement of the retroreflective sheeting applied to aluminum test panels. Daytime color shall be measured instrumentally using a spectrophotometer employing annular 45/0 (or equivalent 0/45) illuminating and viewing geometry. Measurements shall be made in accordance with ASTM E1164 for ordinary colors or ASTM E2153 for fluorescent colors. Chromaticity coordinates shall be calculated for CIE Illuminant D65 and the CIE 1931 (20) Standard Colorimetric Observer in accordance with ASTM E308 for ordinary colors or ASTM E2152 for fluorescent colors.

#### **CHROMATICITY LIMITS FOR WHITE**

	Х	У	Х	У	Х	у	Х	у	Limit	Y (%)
									Min	Max
White	0.303	0.287	0.368	0.353	0.340	0.380	0.274	0.316	40	-

#### CHROMATICITY LIMITS FOR FLUORESCENT YELLOW

									Total
									Luminance
	Х	Υ	Х	Υ	х	V	Х	У	Factor YT (%)
									Min
Fluor.									
Yellow	0.521	0.424	0.557	0.442	0.479	0.520	0.454	0.491	40

<u>Inspection of Linear Delineator Panels</u>. The linear delineator panels installed under this contract will be inspected following installation, but no later than December 30th. In addition, they will be inspected following a winter performance period that extends 180 days from December 30th.

Within 15 calendar days after the end of the winter performance period, a final performance inspection will be made. If this inspection discloses any work which is not visibly intact and serviceable, the Contractor shall, within 30 calendar days, completely repair or replace such work to the satisfaction of the Engineer.

Measured in its entirety, the work shall be 97 percent intact.

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

This delay in performance inspection and performance acceptance of the linear delineator panels shall not delay acceptance of the entire project and final payment due if the contractor requires and receives from the subcontractor a third party "performance" bond naming the Department as obligee in the full amount of all linear delineator panels listed in the contract, multiplied by the contract unit price. The bond shall be executed prior to acceptance and final payment of the non-linear delineator panel items and shall be in full force and effect until final performance inspection and performance acceptance of the linear delineator panels. Execution of the third-party bond shall be the option of the Contractor.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per each for LINEAR DELINEATOR PANELS, 6 INCH.

#### **LINEAR DELINEATOR PANELS, 4 INCH**

(Effective January 1, 2022)

<u>Description</u>. This work shall consist of furnishing and installing linear delineators on steel plate beam guardrail at locations shown in the plans.

**CONSTRUCTION REQUIREMENTS** 

<u>General</u>. Linear delineator panels shall be attached to steel plate beam guardrail as shown on plan details and as directed by the Engineer. These panels shall be either white or yellow, matching the color of the adjacent pavement marking edge line. They should be spaced at a minimum of 80 ft centers horizontally, with a minimum of two linear delineator per guardrail run. Linear delineators shall not be place on guardrail terminal sections. Linear delineator spacing through horizontal curves where the normal speed limit is reduced, the spacing of the linear delineators shall be reduced to 40 ft centers. Existing steel plate beam guardrail that contain existing linear delineator panels shall have any damaged or missing panels removed and replaced as directed by the Engineer.

When securing the linear delineator panels to steel plate beam guardrail, the Contractor may use a linear delineation system panel and bracket mounting method approved by the Engineer. Linear delineation system panel and bracket including installation methods shall be according to the manufacture's recommendations.

The Contractor shall be responsible for testing the durability and strength of the method used to ensure permanent adhesion of the linear delineator panel to the bridge rail. Drilling into metal bridge rail or other metal surfaces to secure the linear delineator panels will not be permitted.

When removing and replacing missing or damaged linear delineator panels, the existing linear delineator panels and any adhesive or bracket when used to secure the existing linear delineator panels shall be removed to the satisfaction of the Engineer. All cost and labor associated with the removal and cleanup of the existing linear delineator panels shall not be paid for separately but shall be included in the cost of this work.

Each panel shall not be less than 34 in. in length and 4.0 in. in width. The panels shall be constructed of cube-corner retroreflective material in standard highway colors permanently bonded to an aluminum substrate. The lateral edges of each panel shall be hemmed. The panel assembly shall have a repeating raised lateral ridge every 2.25 in. Each ridge shall be 0.34 in. high with a 45° profile and a 0.28 in. radius top.

Daytime color requirements shall be determined from measurement of the retroreflective sheeting applied to aluminum test panels. Daytime color shall be measured instrumentally using a spectrophotometer employing annular 45/0 (or equivalent 0/45) illuminating and viewing geometry. Measurements shall be made in accordance with ASTM E1164 for ordinary colors or ASTM E2153 for fluorescent colors. Chromaticity coordinates shall be calculated for CIE Illuminant D65 and the CIE 1931 (20) Standard Colorimetric Observer in accordance with ASTM E308 for ordinary colors or ASTM E2152 for fluorescent colors.

#### **CHROMATICITY LIMITS FOR WHITE**

	Х	У	Х	У	Х	У	X	У	Limit Y (%)	
									Min	Max
White	0.303	0.287	0.368	0.353	0.340	0.380	0.274	0.316	40	1

### CHROMATICITY LIMITS FOR FLUORESCENT YELLOW

									Total
									Luminance
	X	Υ	Х	Υ	Х	У	Х	У	Factor YT (%)
									Min
Fluor.									
Yellow	0.521	0.424	0.557	0.442	0.479	0.520	0.454	0.491	40

<u>Inspection of Linear Delineator Panels</u>. The linear delineator panels installed under this contract will be inspected following installation. In addition, they will be inspected following a winter performance period that extends 180 days from December 30th.

Within 15 calendar days after the end of the winter performance period, a final performance inspection will be made. If this inspection discloses any work which is not visibly intact and serviceable, the Contractor shall, within 30 calendar days, completely repair or replace such work to the satisfaction of the Engineer.

Measured in its entirety, the work shall be 97 percent intact.

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

This delay in performance inspection and performance acceptance of the linear delineator panels shall not delay acceptance of the entire project and final payment due if the contractor requires and receives from the subcontractor a third party "performance" bond naming the Department as obligee in the full amount of all linear delineator panels listed in the contract, multiplied by the contract unit price. The bond shall be executed prior to acceptance and final payment of the non-linear delineator panel items and shall be in full force and effect until final performance inspection and performance acceptance of the linear delineator panels. Execution of the third-party bond shall be the option of the Contractor.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per each for LINEAR DELINEATOR PANELS, 4 INCH.

#### **MODIFIED URETHANE PAVEMENT MARKING – TWO APPLICATIONS**

(Effective March 30, 2023)

<u>Description.</u> This work consists of furnishing and applying modified urethane pavement marking according to Section 780 of the Standard Specifications except that the modified urethane shall be applied in two applications.

Materials. Each application shall meet the requirements of Article 780.12 of the Standard Specifications.

**CONSTRUCTION REQUIREMENTS** 

<u>General.</u> The first application shall be allowed to cure for a minimum of 14 days prior to placing the second application over the first. The Contractor shall not place one thick application in lieu of two regular applications.

Basis of Payment. Each application will be measured and paid for.

#### LINEAR DELINEATION PANELS (TEMPORARY BARRIER WALL)

(Effective March 30, 2023)

<u>Description.</u> This work shall consist of placing linear delineation panels on temporary concrete barrier wall.

<u>Materials.</u> Each panel shall not be less than 34 inches in length and 6 inches in width. The panels shall be constructed of cube-corner retroreflective material in standard highway colors permanently bonded to an aluminum substrate. The lateral edges of each panel shall be hemmed. The panel assembly shall have a repeating raised lateral ridge every 2.25 inches. Each ridge shall be 0.34 inches high with a 45° profile and a 0.28-inch radius top.

Daytime color requirements shall be determined from measurement of the retroreflective sheeting applied to aluminum test panels. Daytime color shall be measured instrumentally using a spectrophotometer employing annular 45/0 (or equivalent 0/45) illuminating and viewing geometry. Measurements shall be made in accordance with ASTM E1164 for ordinary colors or ASTM E2153 for fluorescent colors. Chromaticity coordinates shall be calculated for CIE Illuminant D65 and the CIE 1931 (20) Standard Colorimetric Observer in accordance with ASTM

E308 for ordinary colors or ASTM E2152 for fluorescent colors.

#### **Chromaticity Limits for White**

	Х	у	Х	у	х	у	Х	у	Limit Min	Y (%) Max
White	0.303	0.287	0.368	0.353	0.340	0.380	0.274	0.316	40	-

## Chromaticity Limits for Fluorescent Orange

	х	у	х	у	х	у	х	у	Total Luminance Factor Y (%) Min
Fluor. Orange	0.595	0.351	0.645	0.355	0.583	0.416	0.542	0.403	30

<u>Construction Requirements</u> Two (2) panels shall be placed on each section of temporary concrete barrier wall 24 inches up from the bottom of the wall to the top of the panel. These panels shall be alternating white and fluorescent orange and have a spacing of 28 inches apart and centered horizontally on each section of barrier wall. These panels shall be used in lieu of the Type C reflectors shown on Standard 704001.

Each panel shall be attached to the temporary concrete barrier wall according to the manufacturer's specifications.

<u>Basis of Payment</u>. The Linear Delineation Panels will not be paid for separately but shall be considered included in the cost of the Temporary Concrete Barrier.

#### REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

<u>Description.</u> This work shall consist of the removal and disposal of regulated substances according to Section 669 of the Standard Specifications as revised below.

<u>Contract Specific Work Areas</u>. For stationing, the lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit, whichever is less.

The following contract specific work areas shall be monitored by the Environmental Firm for soil contamination and workers protection.

## <u>ISGS SITE 4263-4. ROW, 3400-3500 BLOCKS OF IL 72, UNINCORPORATED FRANKLIN</u> TOWNSHIP, DEKALB COUNTY

Station 296+30 to Station 298+30, 0 to 40 ft LT of IL 72 Centerline. The Engineer
has determined this material meets the criteria of and shall be managed in
accordance with Article 669.05(c). Contaminant of concern sampling parameter:
Iron.

- Station 298+18 to Station 299+79, 0 to 50 ft RT of IL 72 Centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(b)(1). Contaminant of concern sampling parameter: pH.
- Station 298+30 to Station 305+00, 0 to 60 ft LT of IL 72 Centerline. The Engineer
  has determined this material meets the criteria of and shall be managed in
  accordance with Article 669.05(b)(1). Contaminant of concern sampling
  parameter: pH.
- Station 299+79 to Station 301+83, 0 to 130 ft RT of IL 72 Centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminant of concern sampling parameter: Arsenic, Iron, Manganese, Thallium, and VOCs.
- Station 301+83 to Station 305+00, 0 to 55 ft RT of IL 72 Centerline. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.05(b)(1). Contaminant of concern sampling parameter: pH.

#### **WORK ZONES**

Three distinct OSHA HAZWOPER work zones (exclusion, decontamination, and support) shall apply to projects adjacent to or within sites with documented leaking underground storage tank (LUST) incidents, or sites under management in accordance with the requirements of the Site Remediation Program (SRP), Resource Conservation and Recovery Act (RCRA), or Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or as deemed necessary. For this project, the work zones apply for the following ISGS PESA Sites: **None** 

Additional information on the contract specific work areas listed above collected during the regulated substances due-diligence process is available through the District's Environmental Studies Unit (DESU).

#### **TEMPORARY RAMP, SPECIAL**

<u>Description.</u> This work shall consist of constructing temporary HMA ramps to serve as a transition between the proposed top of surface course and top of binder course elevations along the westbound edge of pavement.

This work shall be completed in accordance with Section 406 of the Standard Specifications and as directed by the Engineer. Ramp slopes shall not exceed 1:3.

The temporary ramps have the potential to cause water encroachment on the travel lanes during and after a rainfall event. The Contractor shall be responsible for mitigating any encroachments as directed by the Engineer. The work associated with drainage mitigation will be included in the cost of Temporary Ramp, Special.

<u>Materials</u>. The contractor shall use HMA mixes according to Section 406 of the Standard Specifications, and other applicable HMA special provisions as contained herein. The HMA mixtures to be used shall be specified in the plans.

The temporary ramps shall be removed prior to the placement of the westbound lane surface course. Removal of temporary ramps, special will not be paid for separately but shall be included in the cost of the work.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per square yard for TEMPORARY RAMP, SPECIAL.

#### REMOVE EXISTING FLARED END SECTION

<u>Description</u>. This work shall consist of the removal and disposal of flared end sections at locations shown on the plans, in accordance with the applicable portions of Section 551 of the Standard Specifications, and as directed by the Engineer.

<u>Method of Measurement</u>. Removal of existing concrete end sections will be measured for payment in units of each at the locations designated on the plans.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per each for REMOVE EXISTING FLARED END SECTION.

#### **DELINEATOR REMOVAL**

<u>Description</u>. This work shall include the complete removal of the existing delineator posts and reflectors. Disposal shall be in accordance with Article 202.03 of the Standard Specifications.

<u>Method of Measurement</u>. This work will be measured for payment for delineator posts removed to the satisfaction of the Engineer on an Each basis.

<u>Basis of Payment.</u> This work shall be paid for at the contract unit price Each for DELINEATOR REMOVAL, which price shall include all labor, material, and equipment necessary to complete the work as specified, including disposal, and no additional compensation will be allowed.

#### **WOVEN WIRE FENCE REMOVAL AND REPLACEMENT**

<u>Description.</u> This work shall consist of removing and disposing existing fence from the jobsite. The work shall also include furnishing and installing new fence at locations designated on the plans and as designated by the Engineer. The work shall be completed according to Section 665 of the Standard Specifications and this special provision.

The new fence shall be the same height, style, and material as the existing fence. The Engineer shall approve the fence style and material prior to installation.

The Contractor shall remove all components of the existing fence including concrete used to anchor fence posts, bracing, guy wires, posts, and/or gates. All removed materials shall be disposed of outside of right-of-way according to Article 202.03 of the Standard Specifications and/or as directed by the Engineer. Prior to constructing the new fence, the area along the line of the fence shall be cleared according to Section 201 of the Standard Specifications. The new fence shall be installed at the locations specified in the plans and/or as directed by the Engineer.

<u>Method of Measurement</u>. This work will be measured for payment in feet along the top of the fence from center to center of end posts at the locations specified in the plans.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per FOOT for WOVEN WIRE FENCE REMOVAL AND REPLACEMENT.

#### TRAFFIC CONTROL AND PROTECTION BLR 21

<u>Description.</u> This work shall be in accordance with Section 701 of the Standard Specifications and shall include all material, equipment, and labor necessary to install the traffic control items as shown on the Highway Standard BLR 21 or as shown and described in the plans and specifications for the roadway closure of Quarry Road.

<u>Method of Measurement</u>. Traffic Control and Protection required under Highway Standard BLR 21 will be measured for payment on a lump sum basis.

<u>Basis of Payment.</u> This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, STANDARD BLR 21.

#### RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL

<u>Description.</u> This work shall be completed in accordance with Section 783 of the Standard Specifications for Road and Bridge Construction. This work shall consist of removing the reflector unit from existing raised reflector pavement markers that will remain in place at the end of construction activities. Existing reflectors that conflict with revised traffic patterns shall be removed immediately to facilitate a change in lane assignment. If darkness or inclement weather prohibits the removal operations, such operation shall be resumed the next morning of when weather permits.

The base casting shall remain in place in areas where no pavement rehabilitation is required, therefore only the reflector shall be removed. Debris from the removal operations shall be removed from the pavement prior to opening the roadway to traffic.

<u>Basis of Payment.</u> This work will be measured for payment at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL. Payment shall be full compensation for materials, labor and equipment required to complete this work.

#### RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REPLACEMENT

<u>Description.</u> This work shall be completed in accordance with Section 781 of the Standard Specifications for Road and Bridge Construction. This work shall consist of reinstallation of reflectors into the raised pavement marker castings upon completion of staging in which the markers were in conflict with temporary lane usage.

<u>Basis of Payment</u>. This work will be measured for payment at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REPLACEMENT. Payment shall be full compensation for materials, labor and equipment required to complete this work.

#### BRIDGE APPROACH SHOULDER REMOVAL

<u>Description.</u> This work shall consist of the complete removal of the existing bridge approach shoulder pavement in accordance with Section 440 of the Standard Specifications and as noted herein.

<u>Method of Measurement.</u> This work will be measured for payment in place and the area computed in square yards.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per SQUARE YARD for BRIDGE APPROACH SHOULDER REMOVAL.

#### **APPROACH SLAB REMOVAL**

<u>Description</u>. This work shall consist of the complete removal and disposal of the existing approach slabs including approach shoulder pavement, shoulder drains, reinforcing bars, sleeper slabs, and transition slab pavement, in accordance with the applicable portions of Sections 440 and 501 of the Standard Specifications or as directed by the Engineer.

This work shall also include the removal and disposal of existing timber piles, pile caps, and other related appurtenances to at least 1 foot below the proposed elevation of subgrade, bottom of approach slab, or ground surface within the area of construction and within the limits of right of way when encountered. This work shall also include the removal and disposal of any mud jack cylinders encountered within the existing approach slabs.

The Contractor shall remove the existing approach slabs in a manner so as not to damage the adjacent structures that are to remain.

<u>Method of Measurement</u>. This work shall be measured for payment in place and the area computed in square yards. Saw cuts will not be measured for payment and shall be included in the cost of approach slab removal.

<u>Basis of Payment</u>. This work shall be paid for at the contract unit price per square yard for APPROACH SLAB REMOVAL, which price shall include all labor and equipment necessary to remove and dispose of the entire approach slab payement and its appurtenances.

#### **TEMPORARY PAVEMENT**

<u>Description</u>. This work shall consist of constructing and removing temporary pavement including hot-mix asphalt and sub-base granular material at the locations shown on the plans or as directed by the engineer. It also includes any earthwork required to construct the temporary pavement.

The contractor shall use HMA and sub-base granular material according to Sections 301, 312, 355, 356, 406 of the Standard Specifications, and other applicable HMA special provisions as contained herein. The HMA mixtures to be used shall be specified in the plans. The thickness of the Temporary Pavement shall be as described in the plans.

Articles 355.08 and 406.11 of the Standard Specifications shall not apply.

The removal of the Temporary Pavement shall conform to Section 440 of the Standard Specification.

<u>Method of Measurement</u>. Temporary pavement will be measured in place and the area computed in square yards (square meters).

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per square yard (square meter) for TEMPORARY PAVEMENT.

#### HIGH LOAD MULTI-ROTATIONAL BEARINGS

Effective: October 13, 1988 Revised: June 28, 2024

<u>Description.</u> This work shall consist of furnishing and installing High Load Multi-Rotational type bearing assemblies at the locations shown on the plans.

High Load Multi-Rotational (HLMR) bearings shall be the type as shown on the plans, which will be one of the following:

- a) Pot Bearings. These bearings shall be manufactured so that the rotational capability is provided by an assembly having a rubber disc of proper thickness, confined in a manner so it behaves like a fluid. The disc shall be installed, with a snug fit, into a steel cylinder and confined by a tight fitting piston. The outside diameter of the piston shall be no more than 0.03 in. (750 microns) less than the inside diameter of the cylinder at the interface level of the piston and rubber disc. The sides of the piston shall be beveled. PTFE sheets, or silicone grease shall be utilized to facilitate rotation of the rubber disc. Suitable brass sealing rings shall be provided to prevent any extrusion between piston and cylinder.
- b) Shear Inhibited Disc Type Bearing. The Structural Element shall be restricted from shear by the pin and ring design and need not be completely confined as with the Pot Bearing design. The disc shall be a molded monolithic Polyether Urethane compound.

These bearings shall be further subdivided into one or more of the following classes:

- 1) Fixed. These allow rotation in any direction but are fixed against translation.
- 2) Guided Expansion. These allow rotation in any direction but translation only in limited directions.
- 3) Non-Guided Expansion. These allow rotation and translation in any direction.

<u>Suppliers:</u> The Department maintains a pre-qualified list of proprietary structural systems allowed for High Load Multi-Rotational Bearings. This list can be found on the Departments web site under Prequalified Structural Systems. The Contractor's options are limited to those systems pre-qualified by the Department on the date that the contract was bid. These systems have been reviewed for structural feasibility and adequacy only. Presence on this list shall in no case relieve the Contractor of the site-specific design or QC/QA requirements stated herein.

The supplier shall notify the Department at least two weeks in advance of fabrication of the fabrication shop address. The fabricator shall provide evidence of current certification by AISC according to Article 106.08(e) of the Standard Specifications.

The overall depth dimension for the HLMR bearings shall be as specified on the plans. The horizontal dimensions shall be limited to the available bearing seat area.

Any modifications required to accommodate the bearings chosen shall be submitted to the Engineer for approval prior to ordering materials. Modifications may include the addition of steel filler plates or the adjustment of beam seat elevations. Adjustments to bridge seat elevations and accompanying reinforcement details shall be approved by the Structural Engineer of Record. Modifications required shall be made at no additional cost to the State. Inverted bearing or center-guided bearing configurations will not be permitted.

The Contractor shall comply with all manufacturer's material, fabrication and installation requirements specified.

<u>Submittals.</u> Shop drawings shall be submitted to the Engineer for approval according to Article 105.04 of the Standard Specifications. All steel filler plate details shall be included in the shop drawings. In addition the Contractor shall furnish certified copies of the bearing manufacturer's test reports on the physical properties of the component materials for the bearings to be furnished and a certification by the bearing manufacturer stating the bearing assemblies furnished conform to all the requirements shown on the plans and as herein specified. Submittals with insufficient test data and supporting certifications will be rejected.

Materials. The materials for the HLMR bearing assemblies shall be according to the following:

- (a) Elastomeric Materials. The rubber disc for Pot bearings shall be according to Article 1083.02(a) of the Standard Specifications.
- (b) Polytetrafluoroethylene (PTFE) Material. The PTFE material shall be according to Article 1083.02(b) of the Standard Specifications, except that it shall be dimpled lubricated with a maximum coefficient of friction of 0.02 on stainless steel. The dimpled and lubricated PTFE surface shall comply with AASHTO 14.7.2. The friction requirement shall be as specified in the Long Term Deterioration Test required for prequalification and the Sliding Friction Test as specified below.
- (c) Stainless Steel Sheets. The stainless steel sheets shall be of the thickness specified and shall be according to Article 1083.02(c).
- (d) Structural Steel. All structural steel used in the bearing assemblies shall be according to AASHTO M 270, Grade 50 (M 270M Grade 345), unless otherwise specified.
- (e) Threaded studs. The threaded stud, when required, shall conform to the requirements of Article 1083.02(d)(4) of the Standard Specifications.

(f) Polyether Urethane for Disc bearings shall be according to all of the following requirements:

PHYSICAL PROPERTY	ASTM TEST METHOD	REQUIRE	EMENTS
Hardness, Type D durometer	D 2240	45 Min	65 Max
Tensile Stress, psi (kPa) At 100% elongation, min	D 412	1500 psi (10,350 kPa)	2300 psi (15,900 kPa)
Tensile Stress, psi (kPa) At 200% elongation, min	D 412	2800 psi (19,300 kPa)	4000 psi (27,600 kPa)
Tensile Strength, psi (kPa), min	D 412	4000 psi (27,600 kPa)	6000 psi (41,400 kPa)
Ultimate Elongation, %, min	D 412	350	220
Compression Set 22 hr. at 158 °F (70 °C), Method B %, max	D 395	40	40

The physical properties for a durometer hardness between the minimum and maximum values shown above shall be determined by straight line interpolation.

<u>Design.</u> The HLMR bearings shall be of the type and class specified and designed for the loads shown on the plans. Bearing details shown on the contract plans are a schematic representation of the bearing. Actual design of the bearing shall be by the supplier according to:

- the exact parameters specified in the Design Data table noted on the bridge plans,
- the appropriate AASHTO LRFD Bridge Design Specifications, and
- the IDOT Bridge Manual.

The design of the masonry and sole bearing plates are based on detail assumptions which may require modifications depending on the supplier chosen by the Contractor.

<u>Fabrication</u>. The bearings shall be complete factory-produced assemblies. They shall provide for rotation in all directions and for sliding, when specified, in directions as indicated on the plans. All bearings shall be furnished as a complete unit from one manufacturing source. All material used in the manufacture shall be new and unused with no reclaimed material incorporated into the finished assembly.

The translation capability for both guided and non-guided expansion bearings shall be provided by means of a polished stainless steel sliding plate that bears on a PTFE sheet bonded and recessed to the top surface of the piston or disc. The sliding element of expansion bearings shall be restrained against movement in the fixed direction by exterior guide bars capable of resisting the horizontal forces or 20 percent of the vertical design load on the bearing applied in any direction, whichever is greater. The sliding surfaces of the guide bar shall be of PTFE sheet and stainless steel. Guiding off of the fixed base, or any extension of the base, will not be permitted.

Structural steel plates shall be fabricated according to Article 505.04(I) of the Standard Specifications. Prior to shipment the exposed edges and other exposed portions of the structural steel plates shall be cleaned and given a corrosion protection coating as specified on the plans and according to the applicable Special Provisions and Articles 506.03 and 506.04 of the Standard Specifications. During cleaning and coating the stainless steel, PTFE sheet and neoprene shall be protected from abrasion and coating material.

PTFE sheets shall be bonded to steel under factory controlled conditions using heat and pressure for the time required to set the epoxy adhesive used. The PTFE sheet shall be free from bubbles and the sliding surface shall be burnished to an absolutely smooth surface.

The steel piston and the steel cylinder for pot bearings shall each be machined from a solid piece of steel. The steel base cylinder shall be either integrally machined, recessed into with a snug fit, or continuously welded to its steel masonry plate. If the sole plate and piston are not one piece, the piston shall be recessed 3/4 inch into the sole plate.

If the bottom disc plate or base cylinder is recessed into the masonry plate, the designed thickness of the masonry plate shall take into account the depth of the recess. If the top disc plate is recessed into the sole plate, the designed thickness of the sole plate shall take into account the depth of the recess.

The shear resisting mechanism shall be machined from a solid piece of steel. Connection of the shear resisting mechanism to top and bottom disc plate shall be determined by the bearing fabricator.

<u>Packaging.</u> Each HLMR bearing assembly shall be fully assembled at the manufacturing plant and delivered to the construction site as complete units. The assemblies shall be packaged, crated or wrapped so the assemblies will not be damaged during handling, transporting and shipping. The bearings shall be held together with removable restraints so sliding surfaces are not damaged.

Centerlines shall be marked on both masonry and sole plates for alignment in the field. The bearings shall be shipped in moisture-proof and dust-proof covers.

<u>Performance Testing.</u> The following performance tests are required per lot on the project. A lot size shall be the number of bearings per class (fixed, guided expansion, non-guided expansion) on the project, but not to exceed 25 bearings per class. When multiple sizes of bearings are used on the same contract, they shall be grouped by class when determining lot sizes and amount of bearings to be tested. All tests shall be performed by the manufacturer prior to shipment.

Dimension Check. Each bearing shall be checked dimensionally to verify all bearing components are within tolerances. Failure to satisfy any dimensional tolerance shall be grounds for rejecting the bearing component or the entire bearing assembly.

Clearance Test. This test shall be performed on one bearing per lot. The bearing selected for this test shall be the one with the least amount of clearance based on the dimension check. The bearing assembly shall be loaded to its service limit state rated capacity at its full design rotation but not less than 0.02 radians to verify the required clearances exist. This test shall be performed twice for each bearing with the rotation oriented longitudinally with the bridge once in each direction. Any visual signs of rubbing or binding shall be grounds for rejection

of the lot.

Proof Load Test. This test shall be performed on one bearing per lot. The bearing assembly shall be load tested to 150 percent of the service limit state rated capacity at a rotation of 0.02 radians. The load shall be maintained for 5 minutes, removed then reapplied for 5 minutes. If the load drops below the required value during either application, the test shall be restarted from the beginning. This test shall be performed twice for each bearing with the rotation oriented longitudinally with the bridge once in each direction.

The bearing shall be visually examined both during the test and upon disassembly after the test. Any resultant visual defects include, but are not limited to:

- 1. Extruded or deformed elastomer, polyether urethane, or PTFE.
- 2. Insufficient clearances such as evidence of metal to metal contact between the pot wall and the top or sole plate.
- 3. Damaged components such as cracked steel, damaged seal rings, or damaged limiting rings.
- 4. Bond failure.

If any of the above items are found it shall be grounds for rejection of the lot.

Sliding Friction Test. For expansion bearings, this test shall be performed on one bearing per lot. The sliding surfaces shall be thoroughly cleaned with a degreasing solvent. No lubrication other than that specified for the bearing shall be used. The bearing shall be loaded to its service limit state rated capacity for 1 hour prior to and throughout the duration of the sliding test. At least 12 cycles of plus and minus sliding with an amplitude equaling the smaller of the design displacement and 1 inch (25 mm) shall then be applied. The average sliding speed shall be between 0.1 inch and 1.0 inches (2.5 mm and 25 mm) per minute. The sliding friction coefficient shall be computed for each direction of each cycle and its mean and standard deviation shall be computed for the sixth through twelfth cycles.

The friction coefficient for the first movement and the mean plus two standard deviations for the sixth through twelfth cycles shall not exceed the design value used. In addition, the mean value for the sixth through twelfth cycles shall not exceed 2/3 of the design value used. Failure of either of these shall result in rejection of the lot.

The bearing shall also be visually examined both during and after the testing, any resultant defects, such as bond failure, physical destruction, or cold flow of the PTFE shall also be cause for rejection of the lot.

The Contractor shall furnish a notarized certification from the bearing manufacturer stating the HLMR bearings have been performance tested as specified, and a. purchase order prior to fabrication. The purchase order shall contain, as a minimum, the quantity and size of each type of bearing furnished. The notarized certifications and the purchase order shall be submitted in one package to the Engineer of Tests at the Bureau of Materials and Physical Research (126 East Ash Springfield, IL 62704). The Department reserves the right to perform any of the specified tests on one or more of the furnished bearings. If the tested bearing shows failure it shall be

replaced and the remaining bearings shall be similarly tested for acceptance at the Contractor's expense.

The manufacturer shall furnish samples of component materials used in the bearings, for testing by the Department, to the Engineer of Tests at the Bureau of Materials and Physical Research (126 East Ash Springfield, IL 62704). The required components shall be those components of HLMR bearings that are consistent with elastomeric bearing components according to Article 1083.04 of the Standard Specifications.

<u>Installation.</u> The HLMR bearings shall be erected according to Article 521.05 of the Standard Specifications.

Exposed edges and other exposed portions of the structural steel plates shall be field painted as specified for Structural Steel.

Basis of Payment. This work will be paid for at the contract unit price each for HIGH LOAD MULTI-ROTATIONAL BEARINGS, POT , FIXED; HIGH LOAD MULTI-ROTATIONAL BEARINGS, POT, GUIDED EXPANSION; HIGH LOAD MULTI-ROTATIONAL BEARINGS, POT, NON-GUIDED EXPANSION; HIGH LOAD MULTI-ROTATIONAL BEARINGS, DISC, FIXED; HIGH LOAD MULTI-ROTATIONAL BEARINGS, DISC, GUIDED EXPANSION; or HIGH LOAD MULTI-ROTATIONAL BEARINGS, DISC, NON-GUIDED EXPANSION of the load capacity specified.

When the fabrication and erection of HLMR bearings is accomplished under separate contracts, the applicable requirements of Article 505.09 shall apply.

Fabricated HLMR bearings and other materials complying with the requirements of this item, furnished and accepted, will be paid for at the contract unit price each for FURNISHING HIGH LOAD MULTI-ROTATIONAL BEARINGS, POT, FIXED; FURNISHING HIGH LOAD MULTI-ROTATIONAL BEARINGS, POT, GUIDED EXPANSION; FURNISHING HIGH LOAD MULTI-ROTATIONAL BEARINGS, POT, NON-GUIDED EXPANSION; FURNISHING HIGH LOAD MULTI-ROTATIONAL BEARINGS, DISC, FIXED; FURNISHING HIGH LOAD MULTI-ROTATIONAL BEARINGS, DISC, GUIDED EXPANSION; or FURNISHING HIGH LOAD MULTI-ROTATIONAL BEARINGS, DISC, NON-GUIDED EXPANSION of the load capacity specified.

Storage and care of fabricated HLMR bearings and other materials complying with the requirements of this item by the Fabrication Contractor beyond the specified storage period, will be paid for at the contract unit price per calendar day for STORAGE OF HIGH LOAD MULTI-ROTATIONAL BEARINGS if a pay item is provided for in the contract, or will be paid for according to Article 109.04 if a pay item is not provided in the contract.

HLMR bearings and other materials fabricated under this item erected according to the requirements of the specifications, and accepted, will be paid for at the contract unit price each for ERECTING HIGH LOAD MULTI-ROTATIONAL BEARINGS, POT, FIXED; ERECTING HIGH LOAD MULTI-ROTATIONAL BEARINGS, POT, GUIDED EXPANSION; ERECTING HIGH LOAD MULTI-ROTATIONAL BEARINGS, DISC, FIXED; ERECTING HIGH LOAD MULTI-ROTATIONAL BEARINGS, DISC, GUIDED EXPANSION; or ERECTING HIGH LOAD MULTI-ROTATIONAL BEARINGS, DISC, NON-GUIDED EXPANSION of the load capacity specified.

#### 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
(I) 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.

The "self-consolidating concrete" packaged concrete mixture shall be from the Note 4 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 "selfconsolidating 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 (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) does not exceed 0.60 percent. As an alternative to these requirements, ASTM C 1567 testing which shows the packaged shotcrete has a maximum expansion of 0.16 percent may be submitted. The ASTM C 1260, C 1293, or C 1567 test shall be performed a minimum of once every two years.

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

The packaged shotcrete shall be limited to the following proportions:

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

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

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

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

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

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

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

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

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

Note 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**

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

- (a) Rule 1. For formed concrete repair, a subsequent patch to repair the placement point after initial concrete placement will not be allowed. As an example, this may occur in a vertical location located at the top of the repair.
- (b) Rule 2. Formed concrete repair shall not be used for overhead applications.
- (c) Rule 3. 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.

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

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. ( $\pm$  1.5 mm). The perimeter of the repair area shall have a vertical face.

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

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

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

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

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

The repair area and perimeter vertical face shall have a rough surface. Care shall be taken to ensure the 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.

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

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

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

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

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

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  $18 \times 18 \times 3.5$  in. ( $457 \times 457 \times 89$  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. (19 mm) thickness for the sides. The test panel shall be cured according to Article 1020.13 (a) (19 or (19 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

<u>Inspection of Completed Work</u>. 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.

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

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

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

<u>Basis of Payment</u>. 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.

#### **ERECTION OF CURVED STEEL STRUCTURES**

Effective: June 1, 2007

Description: In addition to the requirements of Article 505.08(e), the following shall apply.

The Contractor or sub-Contractor performing the erection of the structural steel is herein referred to as the Erection Contractor.

<u>Erection Plan</u>: The Erection Contractor shall retain the services of an Illinois Licensed Structural Engineer, experienced in the analysis and preparation of curved steel girder erection plans, for the completion of a project-specific erection plan. The structural engineer, herein referred to as the Erection Engineer, shall sign and seal the erection plan, drawings, and calculations for the proposed erection of the structural steel.

The erection plan shall be complete in detail for all phases, stages, and conditions anticipated during erection. The erection plan shall include structural calculations and supporting documentation necessary to completely describe and document the means, methods, temporary support positions, and loads necessary to safely erect the structural steel in conformance with the contract documents and as outlined herein. The erection plans shall address and account for all items pertinent to the steel erection including such items as sequencing, falsework, temporary shoring and/or bracing, girder stability, crane positioning and movement, means of access, pick points, girder shape, permissible deformations and roll, interim/final plumbness, cross frame/diaphragm placement and connections, bolting and anchor bolt installation sequences and procedures, and blocking and anchoring of bearings. The Erection Contractor shall be responsible for the stability of the partially erected steel structure during all phases of the steel erection.

The erection plans and procedures shall be submitted to the Engineer for review and acceptance prior to starting the work. Review, acceptance and/or comments by the Department shall not be construed to guarantee the safety or final acceptability of the work or compliance with all applicable specifications, codes, or contract requirements, and shall neither relieve the Contractor of the responsibility and liability to comply with these requirements, nor create liability for the Department. Significant changes to the erection plan in the field must be approved by the Erection Engineer and accepted by the Engineer for the Department.

<u>Basis of Payment:</u> This work shall not be paid for separately but shall be included in the applicable pay items according to Article 505.13 of the Standard Specifications.

## **SLIPFORM PARAPET**

Effective: June 1, 2007 Revised: April 15, 2022

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

(3) Slipforming parapets. Unless otherwise prohibited herein or on the plans, at the option of the Contractor, concrete parapets on bridge decks may be constructed by slipforming in lieu of the conventional forming methods. Slipforming will not be permitted for curved parapets on a radius of 1500 ft (457 m) or less.

The slipform machine shall be self-propelled and have automatic horizontal and vertical grade control. For 34 in. (864 mm) and 39 in. (991 mm) tall parapets the machine shall be equipped with a minimum of four (4) vibrators. For 42 in. (1.067 m) and 44 in. (1.118 m) tall parapets the machine shall be equipped with a minimum of five (5) vibrators. The equipment shall be approved by the Engineer before use.

If the Contractor wishes to use the slipform parapet option for 42 in. (1.067 m) or 44 in. (1.118 m) tall parapets he/she shall construct an acceptable test section in a temporary location to demonstrate his/her ability to construct the parapets without defect. The test section shall be constructed under similar anticipated weather conditions, using the same means and methods, equipment, equipment vibrator settings, travel speed, operator, concrete plant, concrete mix design, and slump as proposed for the permanent slipform parapets.

The test section shall be at least 30 feet (9 meters) in length and shall be of the same cross section shown on the plans. The contractor shall place all of the reinforcement embedded in the parapet as shown on the plans. Upon completion of the test section, the Contractor shall saw cut the test section into 2 ft (600 mm) segments and separate the segments for inspection by the Engineer. Test sections containing segments showing voids adjacent to a reinforcement bar, 1/4 square inch (160 square millimeters) or more in area and extending along the reinforcement bar into the section, or showing excessive voids not adjacent to reinforcement bars 1/4 square inch (160 square millimeters) or more in area, or showing cracking extending through a segment, shall be considered unacceptable.

The test section shall demonstrate to the satisfaction of the Engineer that the Contractor can slipform the parapets on this project without defects. The acceptance of the test section does not constitute acceptance of the slipform parapets in place.

The concrete mix design may combine two or more coarse aggregate sizes, consisting of CA-7, CA-11, CA-13, CA-14, and CA-16, provided a CA-7 or CA-11 is included in the blend in a proportion approved by the Engineer.

The slipform machine travel speed shall not exceed the lesser of 3 ft (0.9 m) per minute, or the speed used to construct the acceptable test section. Any time the speed of the machine drops below 0.5 ft (150 mm) per minute will be considered a stoppage of the slipforming operation, portions of parapet placed with three or more intermittent stoppages within any 15 ft (4.6 m) length will be rejected. The contractor shall schedule concrete delivery to maintain a uniform delivery rate of concrete into the slipform machine. If delivery of concrete from the truck into the slipforming machine is interrupted by more than 15 minutes, the portion of the wall within the limits of the slipform machine will be rejected.

If the Contractor elects to slipform, the parapet cross-sectional area and reinforcement bar clearances shall be revised according to the details for the Concrete Parapet Slipforming Option. In addition, if embedded conduit(s) are detailed, then the contractor shall utilize the alternate reinforcement as detailed.

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

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

Glass Fiber Reinforced Polymer (GFRP) reinforcement shall be subject to approval by the Engineer. Other non-ferrous reinforcement may be proposed for use but shall be subject to approval by the Engineer. GFRP reinforcement shall be tied the same as stated in the previous paragraph.

The Contractor may propose supplemental reinforcement for stiffening to prevent movement of the reinforcement cage and/or for conduit support subject to approval by the Engineer.

Clearances for these bars shall be the same as shown for the required bars and these bars shall be epoxy coated. If the additional reinforcement is used, it shall be at no additional cost to the Department.

For projects with plan details specifying parapet joints spaced greater than 20 ft (6 m) apart, additional sawcut joints, spaced between 10 ft (3 m) and 20 ft (6 m), shall be placed as directed by the Engineer. The horizontal reinforcement extending through the proposed joints shall be precut to provide a minimum of 4 in. (100 mm) gap, centered over the joint, between rebar ends. The ends of the reinforcement shall be repaired according to Article 508.04.

After the slipform machine has been set to proper grade and prior to concrete placement, the clearance between the slipform machine inside faces and reinforcement bars shall be checked during a dry run by the Contractor in the presence of the Engineer. The dry run shall not begin until the entire reinforcing cage has been tied and the Engineer has verified and approved the placement and tying of the reinforcing bars. Any reinforcement bars found to be out of place by more than  $\frac{1}{2}$  in. (13 mm), or any dimensions between bars differing from the plans by more than  $\frac{1}{2}$  in. (13 mm) shall be re-tied to the plan dimensions.

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

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

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

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

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

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

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

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

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

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

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

Slipformed parapets shall be wet cured according to either Article 1020.13(a)(3) or Article 1020.13(a)(5). For either method, the concrete surface shall be covered within 30 minutes after it has been finished. The cotton mat or burlap covering shall be held in place with brackets or another method approved by the Engineer. The Contractor shall have the option, during the period from April 16 through October 31, to delay the start of wet curing by applying a linseed oil emulsion curing compound. Exercising this option waives the requirement for protective coat according to Article 503.19. The linseed oil emulsion shall be according to Article 1022.01 and shall be applied according to Articles 1020.13 Notes-General 8/ and 1020.13(a)(4). The delay for wet curing shall not exceed 3 hours after application of the linseed oil emulsion.

A maximum of three random 4 in. (100 mm) diameter cores per 100 ft (30 m) of parapet shall be taken as directed by the Engineer, but no less than two random cores shall be taken for each parapet pour. At least one core shall be located to intercept a horizontal bar in the upper half of the parapet. Unless otherwise directed by the Engineer, coring shall be accomplished within 48 hours following each parapet pour. Separate parapets poured on the same date shall be considered separate pours. Random cores will not be measured for payment.

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

The Engineer or his/her representative will be responsible for evaluation the cores. Any cores showing voids adjacent to a reinforcement bar 1/4 square inch (160 square millimeters) or more in area and extending along the reinforcement bar into the section, or showing excessive voids not adjacent to reinforcement bars 1/4 square inch (160 square millimeters) or more in area, or showing cracking, shall be considered unacceptable and the parapet section from which it was taken will be rejected. Parapets with less than 1½ inches of concrete cover over the reinforcement shall be rejected.

Rejected parapet sections shall be removed and replaced for the full depth cross-section of the parapet except that concrete cover between 1 inch and 1½ inches may be open to remedial action subject to the approval of the Engineer. Such action could entail up to and including removal and replacement.

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

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

If reinforcement bars are damaged during the removal and replacement, additional removal and replacement shall be done, as necessary, to ensure minimum splice length of replacement bars. Any damage to epoxy coating of bars shall be repaired according to Article 508.04.

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

<u>Basis of Payment.</u> When the Contractor, at his/her option, constructs the parapet using slipforming methods, no adjustment in the quantities for Concrete Superstructures and Reinforcement Bars, Epoxy Coated to accommodate this option will be allowed. Compensation under the contract bid items for Concrete Superstructures and Reinforcement Bars, Epoxy Coated shall cover the cost of all work required for the construction of the parapet and any test section(s) required, and for any additional costs of work or materials associated with slipforming methods.

## **BRIDGE DECK CONSTRUCTION**

Effective: October 22, 2013 Revised: December 21, 2016

When Diamond Grinding of Bridge Sections is specified, hand finishing of the deck surface shall be limited to areas not finished by the finishing machine and to address surface corrections according to Article 503.16(a)(2). Hand finishing shall be limited as previously stated solely for the purpose of facilitating a more timely application of the curing protection. In addition the requirements of 503.16(a)(3)a. and 503.16(a)(4) will be waived.

# Revise the Second Paragraph of Article 503.06(b) to read as follows.

"When the Contractor uses cantilever forming brackets on exterior beams or girders, additional requirements shall be as follows."

## Revise Article 503.06(b)(1) to read as follows.

"(1) Bracket Placement. The spacing of brackets shall be per the manufacturer's published design specifications for the size of the overhang and the construction loads anticipated. The resulting force of the leg brace of the cantilever bracket shall bear on the web within 6 inches (150 mm) of the bottom flange of the beam or girder."

# Revise Article 503.06(b)(2) to read as follows.

"(2) Beam Ties. The top flange of exterior steel beams or girders supporting the cantilever forming brackets shall be tied to the bottom flange of the next interior beam. The top flange of exterior concrete beams supporting the cantilever forming brackets shall be tied

to the top flange of the next interior beam. The ties shall be spaced at 4 ft (1.2 m) centers. Permanent cross frames on steel girders may be considered a tie. Ties shall be a minimum of 1/2 inch (13 mm) diameter threaded rod with an adjusting mechanism for drawing the tie taut. The ties shall utilize hanger brackets or clips which hook onto the flange of steel beams. No welding will be permitted to the structural steel or stud shear connectors, or to reinforcement bars of concrete beams, for the installation of the tie bar system. After installation of the ties and blocking, the tie shall be drawn taut until the tie does not vary from a straight line from beam to beam. The tie system shall be approved by the Engineer."

# Revise Article 503.06(b)(3) to read as follows.

"(3) Beam Blocks. Suitable beam blocks of 4 in x 4 in (100 x 100 mm) timbers or metal structural shapes of equivalent strength or better, acceptable to the Engineer, shall be wedged between the webs of the two beams tied together, within 6 inches (150 mm) of the bottom flange at each location where they are tied. When it is not feasible to have the resulting force from the leg brace of the cantilever brackets transmitted to the web within 6 inches (150 mm) of the bottom flange, then additional blocking shall be placed at each bracket to transmit the resulting force to within 6 inches (150 mm) of the bottom flange of the next interior beam or girder."

Delete the last paragraph of Article 503.06(b).

## HOT DIP GALVANIZING FOR STRUCTURAL STEEL

Effective: June 22, 1999 Revised: June 28, 2024

<u>Description</u>. This work shall consist of surface preparation and hot dip galvanizing all structural steel specified on the plans and painting of galvanized structural steel when specified on the plans.

<u>Materials</u>. Fasteners shall be ASTM F 3125, Grade 325, Type 1, High Strength bolts with matching nuts and washers.

<u>Fabrication Requirements</u>. Hot-dip galvanizing shall be indicated on the shop drawings. The fabricator shall coordinate with the galvanizer to incorporate additional steel details required to facilitate galvanizing of the steel. These additional details shall be indicated on the shop drawings.

Additional temporary stiffeners may be added at the contractor's expense as necessary to prevent distortion of the girders during galvanizing. The contractor shall coordinate with the fabricator and the galvanizer to determine if additional stiffeners are necessary, and where these shall be placed. Any proposed changes shall be submitted to the Engineer for approval prior to making any changes and documented on the shop drawings.

Temporary stiffener angles shall be bolted to each side of the splice ends of each girder segment to prevent distortion during galvanizing. Temporary stiffener angles shall bolt or fit tight against top and bottom flanges and include spacer tubes to minimize damage to galvanizing during removal.

To ensure identification after galvanizing, piece marks shall be supplemented with metal tags for all items where fit-up requires matching specific pieces.

After fabrication (cutting, welding, drilling, etc.) is complete, all holes shall be deburred and all fins, scabs or other surface/edge anomalies shall be ground or repaired per ASTM A6. The items shall then be cleaned per Steel Structures Painting Council's Surface Preparation Specification SSPC-SP1 (Solvent Cleaning) and SSPC-SP6 (Commercial Blast Cleaning). All surfaces shall be inspected to verify no fins, scabs or other similar defects are present.

The Contractor shall consult with the galvanizer to ensure proper removal of grease, paint and other deleterious materials prior to galvanizing.

# **Surface Preparation and Hot Dip Galvanizing**

<u>General</u>. Surfaces of the structural steel specified on the plans shall be prepared and hot dip galvanized as described herein.

<u>Cleaning Structural Steel.</u> If rust, mill scale, dirt, oil, grease or other foreign substances have accumulated prior to galvanizing, steel surfaces shall be cleaned by a combination of caustic cleaning and cleaning according to SSPC-SP8 (Pickling).

Special attention shall be given to the cleaning of corners and reentrant angles.

<u>Surface Preparation</u>. A flux shall be applied to all steel surfaces to be galvanized. Any surfaces which will receive field-installed stud shear connectors shall not be galvanized within 2 in. (50 mm) of the stud location. Either the entire area receiving studs or just individual stud locations may be left ungalvanized. The following steel surfaces of bearings shall not be galvanized: stainless steel surfaces, surfaces which will be machined (except for fixed bearing sole plates), and surfaces which will have TFE, elastomer, or stainless steel parts bonded to them.

The cleaned surfaces shall be galvanized within 24 hours after cleaning, unless otherwise authorized by the Engineer.

<u>Application of Hot Dip Galvanized Coating</u>. Steel members, fabrications and assemblies shall be galvanized by the hot dip process in the shop according to AASHTO M 111.

Bolts, nuts, and washers shall be galvanized according to ASTM F 2329.

All steel shall be safeguarded against embrittlement according to ASTM A 143. Water quenching or chromate conversion coating shall not be used on any steel work that is to be painted. All galvanized steel work shall be handled in such a manner as to avoid any mechanical damage and to minimize distortion.

Beams and girders shall be handled, stored and transported with their webs vertical and with proper cushioning to prevent damage to the member and coating. Members shall be supported and externally stiffened during galvanizing to prevent permanent distortion.

<u>Hot Dip Galvanized Coating Requirements</u>. Coating weight, surface finish, appearance and adhesion shall conform to requirements of ASTM A 385, ASTM F2329, AASHTO M 111 or AASHTO M 232, as appropriate.

Any high spots of zinc coating, such as metal drip lines and rough edges, left by the galvanizing operation in areas that are to be field connected or in areas that are to be painted shall be removed by cleaning per SSPC-SP2 (Hand Tool Cleaning) or SSPC-SP3 (Power Tool Cleaning). The zinc shall be removed until it is level with the surrounding area, leaving at least the minimum required zinc thickness.

Shop assemblies producing field splices shall provide 1/8 in. (3 mm) minimum gaps between ends of members to be galvanized. At field splices of beams or girders, galvanizing exceeding 0.08 in. (2 mm) on the cross-sectional (end) face shall be partially removed until it is 0.04 in. to 0.08 in. (1 to 2 mm) thick.

<u>Testing of Hot Dip Galvanized Coating.</u> Inspection and testing of hot dip galvanized coatings shall follow the guidelines provided in the American Galvanizers Association publication "*Inspection of Products Hot Dip Galvanized After Fabrication*". Sampling, inspection, rejection and retesting for conformance with requirements shall be according to AASHTO M 111 or AASHTO M 232, as applicable. Coating thickness shall be measured according to AASHTO M 111, for magnetic thickness gage measurement or AASHTO M 232, as applicable.

All steel shall be visually inspected for finish and appearance.

Bolts, nuts, washers, and steel components shall be packaged according to ASTM F 2329. Identity of bolts, nuts and washers shall be maintained for lot-testing after galvanizing according to Article 505.04(f)(2) for high strength steel bolts.

A notarized certificate of compliance with the requirements listed herein shall be furnished. The certificate shall include a detailed description of the material processed and a statement that the processes used met or exceeded the requirements for successful galvanizing of the surface, where applicable. The certificate shall be signed by the galvanizer.

Repair of Hot Dip Galvanized Coating. Surfaces with inadequate zinc thickness shall be repaired in the shop according to ASTM A 780 and AASHTO M 111.

Surfaces of galvanized steel that are damaged after the galvanizing operation shall be repaired according to ASTM A 780 whenever damage exceeds 3/16 in. (5 mm) in width and/or 4 in. (100 mm) in length. Damage that occurs in the shop shall be repaired in the shop. Damage that occurs during transport or in the field shall be repaired in the field.

<u>Connection Treatment.</u> All bolt holes shall be reamed or drilled to their specified diameters after galvanizing. All bolts shall be installed after galvanizing.

# **Surface Preparation and Painting**

<u>Surface Preparation.</u> When galvanized steel surfaces are specified to be painted they shall be clean and free of oil, grease, and other foreign substances. Surface preparation necessary to provide adequate adhesion of the coating shall be performed according to ASTM D6386. Surface preparation shall include, but not be limited to the following:

- All galvanized steel surfaces that are to be painted shall be cleaned according to SSPC-SP1 (Solvent Cleaning). After cleaning, all chemicals shall be thoroughly rinsed from the surface with a suitable solvent. The steel shall be allowed to completely dry prior to coating application.
- All galvanized steel surfaces that are to be painted shall be checked for the presence of chromate conversion coating according to ASTM D 6386 Appendix X1. Surfaces where chromate conversion coating is found shall be cleaned according to the same appendix and blown down with clean, compressed air according to ASTM D 6386 Section 6.1.
- All galvanized steel surfaces that are to be painted shall be checked for the presence of wet storage stain. Surfaces where wet storage stain is found shall be cleaned, rinsed and completely dried according to ASTM D 6386 Section 6.2.
- Following galvanizing, thickness readings shall verify the acceptable thickness of the galvanizing according to AASHTO M111/ASTM A123.

<u>Paint Requirements.</u> The paint materials (epoxy intermediate coat and aliphatic urethane finish coat) shall meet the requirements of the Articles 1008.05(d) and (e) of the Standard Specification.

All paint materials for the shop and field shall be supplied by the same manufacturer, and samples of components submitted for approval by the Department, before use.

Paint storage, mixing, and application shall be according to Section 506 of the Standard Specifications and the paint manufacturer's written instructions and product data sheets. In the event of a conflict 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.

<u>Shop Application of the Paint System.</u> The areas to be painted shall receive one full coat of an epoxy intermediate coat and one full coat of an aliphatic urethane finish coat. The film thickness of each coat shall be according to Article 506.09(f)(2).

<u>Construction Requirements</u>. The contact surfaces of splice flange connections (mating flange faces and areas under splice bolt heads and nuts) shall be free of paint prior to assembly. If white rust is visible on the mating flange surfaces, the steel shall be prepared by hand wire brushing or brush-off blasting according to SSPC-SP7. Power wire brushing is not allowed.

After field erection, the following areas shall be prepared by cleaning according to SSPC-SP1 (Solvent Cleaning), tie- or wash-coated if applicable, and then painted or touched up with the paint specified for shop application (the intermediate coat and/or the finish coat):

- exposed unpainted areas at bolted connections
- areas where the shop paint has been damaged
- any other unpainted, exposed areas as directed by the Engineer.

<u>Special Instructions</u>. Painting Date/System Code. At the completion of the work, the Contractor shall stencil in contrasting color paint the date of painting the bridge and the paint type code from the Structure Information and Procedure Manual for the system used according to Article 506.10(i). The code designation for galvanizing is "V". If painting of the structural steel is not specified then the word "PAINTED" may be omitted, the month and year shall then correspond to

the date the stencil is applied.

<u>Basis of Payment</u>. The cost of all surface preparation, galvanizing, painting and all other work described herein shall be considered as included in the unit price bid for the applicable pay items to be galvanized and painted, according to the Standard Specifications.

#### PREFORMED PAVEMENT JOINT SEAL

Effective: October 4, 2016 Revised: March 24, 2023

<u>Description.</u> This work shall consist of furnishing all labor, equipment and materials necessary to prepare the joint opening and install pavement joint seal(s) at the locations specified. Unless otherwise detailed on the plans, the joint shall be sized for a rated movement of 2 inches (50 mm).

<u>Materials:</u> Unless otherwise specified, one of the following prefabricated joint seals will be permitted.

- (a) Preformed Elastomeric Joint Seal. This material shall be according to Section 1053.01.
- (b) Preformed Pre-compressed, Silicone Coated, Self-Expanding Sealant System. This Sealant system shall be comprised of three components: 1) cellular polyurethane foam impregnated with hydrophobic 100% acrylic, water-based emulsion, factory coated with highway-grade, fuel resistant silicone; 2) field-applied epoxy adhesive primer, 3) field-injected silicone sealant bands.

The preformed, pre-compressed silicone joint seal shall, as a minimum, be according to the following:

- The joint seal shall be held in place by a non-sag, high modulus silicone adhesive.
- The joint seal shall be compatible with the epoxy and header material.
- The joint seal shall withstand the effects of vertical and lateral movements, skew movements and rotational movement without adhesive or cohesive failure.
- The joint seal shall be designed so that, the material is capable of movement of +50%,
   -50% (100% total) of nominal material size.
- The gland shall not contain any open, unsealed joints along its length in its final condition.
- Changes in plane and direction shall be executed using factory fabricated 90 degree transition assemblies. The transitions shall be watertight at the inside and outside corners through the full movement of the product.
- The depth of the joint shall be recessed 3/4 in. (19 mm) below the riding surface throughout the normal limits of joint movement.
- The joint seal shall be resistant to ultraviolet rays.
- The joint seal shall be resistant to abrasion, oxidation, oils, gasoline, salt, and other materials that may be spilled on or applied to the surface.
- The manufacturer shall certify that the joint composition shall be free of any waxes or wax compounds; asphalts or asphalt compounds.

The joint material shall meet the following physical properties:

Property	Requirement	Test Method
Tensile Strength of Silicone Coating (min)	140 psi	ASTM D 412
UV Resistance of Joint System	No Changes2000 Hours	ASTM C793
Density of Cellular Polyurethane Foam	4.0 lb/ cu ft (200kg/cu m)	ASTM D545
Heat Aging Effects (Silicone Coating)	No cracking, chalking	ASTM C 792
Joint System Operating temp range (min)	-40° F to 185° F	ASTM C 711

The adhesive shall be a two-component, 100% solid, modified epoxy meeting the requirements of ASTM C881, Type I, Grade 3, Class B & C. The adhesive shall also have the following properties:

Property	Requirement	Test method
Tensile Strength	2,500 psi (24 MPa) min.	ASTM D638
Compressive Strength	7000 psi (48 MPa) min.	ASTM D695
Bond Strength (Dry Cure)	2000 psi (28MPa) min	ASTM C882
Water Absorption	0.1% by weight	ASTM D570

The silicone band adhesive shall have the following properties:

Property	Requirement	Test Method
Movement Capability	+50/-50%	ASTM C 719
Elongation at Break	>600%	ASTM D 5893
Slump	≤=0.3"	ASTM D 2202
Hardness (Shore A) max.	20	ASTM C 661
Tack free time (max)	60 minutes	ASTM C 679
Heat Aging Effects	No cracking, chalking	ASTM C 792
Resilience	≥ 75%	ASTM D5329
Bond	0% Adhesive or Cohesive Failure after 5 cycles @100%extension	ASTM D 5329

(c) Performed Silicone Joint Seal. The preformed silicone joint seal used for this item shall conform to the following specifications:

Table 1
Physical Properties of Preformed Silicone Gland

Property	Requirement	Test Method
Rated Movement Capability	+2 ¼ inch total	N/A
Tensile Strength, psi.	1000 min	ASTM D 412
Elongation	400% min	ASTM D 412
Tear (die B)	100 ppi. min	ASTM D 624
Hardness Durometer (Shore A).	55 +/- 5 max	ASTM D 2240
Compression set at 212°F, 70 hrs	30% max	ASTM D 395
Heat Aged Properties	5pt max loss on Durometer	ASTM D 573
Tensile and Elongation % Loss	10 % max	

The color of the preformed silicone seal shall be black, made by the addition of Carbon Black fillers which increases UV resistance, tensile strength, and abrasion wear properties.

The locking adhesive shall be non-sag, high modulus silicone adhesive conforming to the following specifications:

Table 2
Physical Properties of the Silicone Locking Adhesive

Property	Requirement	Test Method
Tensile Strength, psi.	200 min	ASTM D 412
Elongation, %	450 min	ASTM D 412
Tack Free Time, minutes.	20 max.	ASTM C 679
Cure Time 1/4" bead, hrs	24 max	ASTM C 679
Resistance to U.V.	No cracking, chalking,or degradation	ASTM C793
VOC (g/L)	0	ASTM D 3960

Any rips, tears, or bond failure will be cause for rejection.

The two part epoxy primer shall be supplied for application to the vertical faces of the joint opening. The supplied primer shall be equally as effective when bonded to concrete or steel. This primer shall meet the following criteria:

Table 3
Physical Properties of Preformed Silicone Joint System Primer

Property	Requirement	Test Method
Viscosity (cps)	44	ASTM D 2196
Color	Light Amber	Visual
Solids (%)	41	ASTM D 4209
Specific Gravity	0.92	ASTM D 1217
Product Flash Point (°F, T.C.C.)	48	ASTM D 56
Package Stability	N/A	One year in tightly sealed containers
Cleaning	N/A	Mineral Spirits
VOC (g/L)	520	ASTM D 3960

(d) Preformed Inverted EPDM Joint Seal. The preformed inverted EPDM joint seal used for this item shall conform to the following specifications:

Table 1
Physical Properties of Preformed Silicone Gland

Property	Requirement	Test Method	
Rated Movement Capability	Up To 5 inch total	N/A	
Tensile Strength, psi.	1200 psi min	ASTM D 412	
Elongation	400 % min	ASTM D 412	
Tear (Die C)	150 pli. min	ASTM D 624	
Durometer Content	50 +/- 5 max	ASTM D 2240	
Water Resistance (70 hrs @ 100c)	10% max	ASTM D 471	
Ozone Resistance	100 min	ASTM D 1171	

# Table 2 Physical Properties of the V-Epoxy-R

V-Epoxy-R adhesive meets the requirements of ASTM C881 Type III, Grade 2. The adhesive shall also have the following properties:

Property	Requirement	Test Method
Color	Gray	Visual
Viscosity	45,000 CP (typ.)	N/A
Gel Time (minutes)	30 min.	ASTM C 881
Shelf Life (Separate Sealed Containers)	12 Months	N/A
Resistance to U.V.	No cracking, chalking,or degradation	ASTM C793
VOC (g/L)	0	ASTM D 3960

Any rips, tears, or bond failure will be cause for rejection.

(e) Bonded Preformed Joint Seal. This joint system shall consist of preformed elastomeric seal bonded to the side walls of the joint opening using an adhesive as specified by the Manufacturer of the joint seal.

The bonded preformed joint seal shall be according to Table 1 of ASTM D2628 with the following exceptions: Compression set shall not be over 40 percent when tested according to Method B (Modified) of ASTM D 395 after 70 hours at 212 °F (100 °C). The Compression-Deflection requirement will not apply to the bonded preformed joint seal.

The adhesive shall be epoxy base, dual component, which resists salt, diluted acids, alkalis, solvents, greases, oils, moisture, sunlight and weathering. Temperatures up to 200 °F (93 °C) shall not reduce bond strength. At 68 °F (20 °C), the bond strength shall be a minimum of 1000 psi (6.9 MPa) within 24 hours.

Any primers or cleaning solutions used on the faces of the joint or on the profile of the sides of the bonded preformed joint seal shall be supplied by the manufacturer of the bonded preformed joint seal.

Any additional installation materials and adhesive for splicing joint sections shall be as supplied by the manufacturer of the preformed joint seal.

The Contractor shall submit the Manufacturer's material certification documentation stating that their materials meet the applicable requirements of this specification for the joint seal(s) installed.

#### **CONSTRUCTION REQUIREMENTS**

<u>General.</u> The Contractor shall furnish the Engineer with the manufacturer's product information and installation procedures at least two weeks prior to installation.

The minimum ambient air temperature in which the joint seal can be installed is 40° F (4.4° C) and rising, except for bonded preformed joint seals which shall not be installed when temperatures below 50 °F (10 °C) are predicted within a 48 hour period.

The joint surface shall be completely dry before installing the Joint Seal. For newly placed concrete, the concrete shall be fully cured and allowed to dry out a minimum of seven additional days prior to placement of the seal. Cold, wet, inclement weather will require an extended drying time.

The Joint Seal shall not be installed immediately after precipitation or if precipitation is forecasted for the day. Joint preparation and installation of Joint Seal shall be done during the same day.

<u>Surface Preparation</u>. Surface preparation shall be according to the joint seal manufacturer's written instructions.

After surface preparation is completed, the joint shall be cleaned of debris using compressed air with a minimum pressure of 90 psi (620 kPa). The air compressor shall be equipped with traps to prevent the inclusion of water and/or oil in the air line. The compressed air shall be according to the cleanliness requirements of ASTM D 4285.

When priming is required per the manufacturer's instruction, this operation shall immediately follow cleaning.

<u>Joint Installation.</u> The Joint installation shall be per the manufacturer's instructions; special attention shall be given to ensure the joint seal is properly recessed below the top of the riding surface as recommended by the manufacturer.

For bonded joint seals the seal shall be inserted into the joint and held tightly against both sides of the joint until sufficient bond strength has been developed to resist the expected expansion forces.

<u>Opening to traffic.</u> As these joint systems are supposed to be recessed below the top of the riding surface, there should be no restriction, based on the joint seal installation, on when these joints can be reopened to traffic.

Method of Measurement. The installed prefabricated joint seal will not be measured for payment.

<u>Basis of Payment.</u> The prefabricated joint seal will not be paid for separately but shall be considered included in the cost of the adjacent concrete work involved.

# BAR SPLICERS, HEADED REINFORCEMENT

Effective: September 2, 2022 Revised: October 27, 2023

Add the following to Article 508.08(b):

When bar splicers are epoxy-coated, all damaged or uncoated areas near the threaded ends shall be coated with a two-part epoxy according to ASTM D 3963 (D 3963M). All threaded ends of Stage II construction threaded splicer bars shall be coated according to ASTM D 3963 or dipped in an epoxy-mastic primer prior to joining the Stage II construction threaded splicer bar to the threaded coupler.

Add the following Article 508.02 (d)

Add the following paragraph after Article 508.08 (c):

Bar terminators are threaded, headed attachments to reinforcement to form headed reinforcement. When specified on the plans, a bar terminator shall be attached to the designated reinforcement for development.

Add the following 4<sup>th</sup> paragraph to Article 508.11:

Bar Terminators will be paid for at the contract unit price per each for BAR TERMINATORS.

Add the following to Article 1006.10(a)(1)g:

For bar splicers with welded connections between the threaded coupler and threaded rod, the Stage I construction threaded splicer bar shall be welded to the threaded coupler using an all-around fillet weld.

Add the following Article 1006.10(a)(1)h:

Bar Terminators. Designated bars shall use a bar terminator to form headed reinforcement. Headed reinforcement shall conform to ASTM A970 with threaded attachment; Class HA; and reinforcement bars conforming to ASTM A706, except the connection strength of the bar terminator to the reinforcement bar shall meet, in tension, at least 125 percent of the specified yield strength of the reinforcement bar. The bar terminator shall be on the Department's qualified product list.

When the reinforcement bar to receive the bar terminator is epoxy coated, the bar terminator shall also be epoxy coated according to ASTM A 775 (A 775M)

# AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012 Revised: April 1, 2022

Add the following Section to the Standard Specifications:

#### "SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

**303.01 Description.** This work shall consist of constructing an aggregate subgrade improvement (ASI).

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

Item	Article/Section
(a) Coarse Aggregate	1004.07
(b) Reclaimed Asphalt Pavement (RAP)	1031.09

- **303.03 Equipment.** The vibratory roller shall be according to Article 1101.01, or as approved by the Engineer. Vibratory machines, such as tampers, shall be used in areas where rollers do not fit.
- **303.04 Soil Preparation.** The minimum immediate bearing value (IBV) of the soil below the improved subgrade shall be according to the Department's "Subgrade Stability Manual" for the aggregate thickness specified.
- **303.05 Placing and Compacting.** The maximum nominal lift thickness of aggregate gradations CA 2, CA 6, and CA 10 when compacted shall be 9 in. (225 mm). The maximum nominal lift thickness of aggregate gradations CS 1, CS 2, and RR 1 when compacted shall be 24 in. (600 mm).

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction. Capping aggregate will not be required when aggregate subgrade improvement is used as a cubic yard pay item for undercut applications.

Each lift of aggregate shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

- **303.06 Finishing and Maintenance.** The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.
- **303.07 Method of Measurement.** This work will be measured for payment according to Article 311.08.

**303.08 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified."

Add the following to Section 1004 of the Standard Specifications:

"1004.07 Coarse Aggregate for Aggregate Subgrade Improvement (ASI). The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
- (c) Gradation.
  - (1) The coarse aggregate gradation for total ASI thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 1.

The coarse aggregate gradation for total ASI thickness greater than 12 in. (300 mm) shall be CS 1 or CS 2 as shown below or RR 1 according to Article 1005.01(c).

	COARSE AGGREGATE SUBGRADE GRADATIONS				
Grad No.	Sieve Size and Percent Passing				
Grad No.	8"	6"	4"	2"	#4
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
Grad No.	Sieve Size and Percent Passing				
Grad No.	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

(2) Capping aggregate shall be gradation CA 6 or CA 10."

Add the following to Article 1031.09 of the Standard Specifications:

- "(b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Articles 1031.01(a), 1031.02(a), 1031.06(a)(1), and 1031.06(a)(2), and the following.
  - (1) The testing requirements of Article 1031.03 shall not apply.
  - (2) Crushed RAP used for the lower lift may be mechanically blended with aggregate gradations CS 1, CS 2, and RR 1 but it shall be no greater than 40 percent of the total product volume. RAP agglomerations shall be no greater than 4 in. (100 mm).

(3) For capping aggregate, well graded RAP having 100 percent passing the 1 1/2 in. (38 mm) sieve may be used when aggregate gradations CS 1, CS 2, CA 2, or RR 1 are used in the lower lift. FRAP will not be permitted as capping material.

Blending shall be through calibrated interlocked feeders or a calibrated blending plant such that the prescribed blending percentage is maintained throughout the blending process. The calibration shall have an accuracy of  $\pm$  2.0 percent of the actual quantity of material delivered."

## BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE)

Effective: November 2, 2006 Revised: August 1, 2017

**Description**. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

 $CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$ 

Where: CA = Cost Adjustment, \$.

BPI<sub>P</sub> = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI<sub>L</sub> = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).

 $^{\circ}$ AC $_{\vee}$  = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the  $^{\circ}$ AC $_{\vee}$  will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC $_{\vee}$  and undiluted emulsified asphalt will be considered to be 65% AC $_{\vee}$ .

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: Q, tons = A x D x ( $G_{mb}$  x 46.8) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x ( $G_{mb}$  x 1) / 1000. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different  $G_{mb}$  and %  $AC_{V}$ .

For bituminous materials measured in gallons: Q, tons =  $V \times 8.33$  lb/gal x SG / 2000 For bituminous materials measured in liters: Q, metric tons =  $V \times 1.0$  kg/L x SG / 1000

Where: A = Area of the HMA mixture, sq yd (sq m).

D = Depth of the HMA mixture, in. (mm).

 $G_{mb}$  = Average bulk specific gravity of the mixture, from the approved mix design.

V = Volume of the bituminous material, gal (L).

SG = Specific Gravity of bituminous material as shown on the bill of lading.

**Basis of Payment**. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI<sub>L</sub> and BPI<sub>P</sub> in excess of five percent, as calculated by:

Percent Difference =  $\{(BPI_L - BPI_P) \div BPI_L\} \times 100$ 

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

## CEMENT, FINELY DIVIDED MINERALS, ADMIXTURES; CONCRETE, AND MORTAR (BDE)

Effective: January 1, 2025

Revise the first paragraph of Article 285.05 of the Standard Specifications to read:

"285.05 Fabric Formed Concrete Revetment Mat. The grout shall consist of a mixture of cement, fine aggregate, and water so proportioned and mixed as to provide a pumpable slurry. Fly ash or ground granulated blast furnace (GGBF) slag, and concrete admixtures may be used at the option of the Contractor. The grout shall have an air content of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The mix shall obtain a compressive strength of 2500 psi (17,000 kPa) at 28 days according to Article 1020.09."

Revise Article 302.02 of the Standard Specifications to read:

"302.02 Materials. Materials shall be according to the following.

	Item	Article/Section
(a)	Cement	1001
(b)	Water	1002
(c)	Hydrated Lime	1012.01
(d)	By-Product, Hydrated Lime	1012.02
(e)	By-Product, Non-Hydrated Lime	1012.03
(f)	Lime Slurry	1012.04
(ġ)	Fly Ash	1010
(h)	Soil for Soil Modification (Note 1)	1009.01
(i)	Bituminous Materials (Note 2)	

Note 1. This soil requirement only applies when modifying with lime (slurry or dry).

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250."

Revise Article 312.07(c) of the Standard Specifications to read:

Add Article 312.07(i) of the Standard Specifications to read:

"(i) Ground Granulated Blast Furnace (GGBF) Slag ......1010"

Revise the first paragraph of Article 312.09 of the Standard Specifications to read:

"312.09 Proportioning and Mix Design. At least 60 days prior to start of placing CAM II, the Contractor shall submit samples of materials to be used in the work for proportioning and testing. The mixture shall contain a minimum of 200 lb (120 kg) of cement per cubic yard (cubic meter). Cement may be replaced with fly ash or ground granulated blast furnace (GGBF) slag according to Article 1020.05(c)(1) or 1020.05(c)(2), respectively, however the minimum cement content in the mixture shall be 170 lbs/cu yd (101 kg/cu m). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture according to the "Portland Cement Concrete Level III Technician Course" manual. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply, and a Level III PCC Technician shall develop the mix design."

Revise Article 352.02 of the Standard Specifications to read:

"352.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement (Note 1)	1001
(b) Soil for Soil-Cement Base Course	
(c) Water	1002
(d) Bituminous Materials (Note 2)	1032

Note 1. Bulk cement may be used for the traveling mixing plant method if the equipment for handling, weighing, and spreading the cement is approved by the Engineer.

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250."

Revise Article 404.02 of the Standard Specifications to read:

"404.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002

(c) Fine Aggregate	1003.08
(d) Bituminous Material (Tack Coat)	1032.06
(e) Emulsified Asphalts (Note 1) (Note 2)	
(f) Fiber Modified Joint Sealer	
(g) Additives (Note 3)	

Note 1. When used for slurry seal, the emulsified asphalt shall be CQS-1h according to Article 1032.06(b).

Note 2. When used for micro-surfacing, the emulsified asphalt shall be CQS-1hP according to Article 1032.06(e).

Note 3. Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They shall be included as part of the mix design and be compatible with the other components of the mix.

Revise the last sentence of the fourth paragraph of Article 404.08 of the Standard Specifications to read:

"When approved by the Engineer, the sealant may be dusted with fine sand, cement, or mineral filler to prevent tracking."

Revise Note 2 of Article 516.02 of the Standard Specifications to read:

"Note 2. The sand-cement grout mix shall be according to Section 1020 and shall be a 1:1 blend of sand and cement comprised of a Type I, IL, or II cement at 185 lb/cu yd (110 kg/cu m). The maximum water cement ratio shall be sufficient to provide a flowable mixture with a typical slump of 10 in. (250 mm)."

Revise Note 2 of Article 543.02 of the Standard Specifications to read:

Note 2. The grout mixture shall be 6.50 hundredweight/cu yd (385 kg/cu m) of cement plus fine aggregate and water. Fly ash or ground granulated blast furnace (GGBF) slag may replace a maximum of 5.25 hundredweight/cu yd (310 kg/cu m) of the cement. The water/cement ratio, according to Article 1020.06, shall not exceed 0.60. An air-entraining admixture shall be used to produce an air content, according to Article 1020.08, of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The Contractor shall have the option to use a water-reducing or high range water-reducing admixture."

Revise Article 583.01 of the Standard Specifications to read:

"583.01 Description. This work shall consist of placing cement mortar along precast, prestressed concrete bridge deck beams as required for fairing out any unevenness between adjacent deck beams prior to placing of waterproofing membrane and surfacing."

Revise Article 583.02(a) of the Standard Specifications to read:

"(a) Cement1001	"
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Revise the first paragraph of Article 583.03 of the Standard Specifications to read:

**583.03 General.** This work shall only be performed when the air temperature is 45 °F (7 °C) and rising. The mixture for cement mortar shall consist of three parts sand to one part cement by volume. The amount of water shall be no more than that necessary to produce a workable, plastic mortar."

Revise Note 2/ in Article 1003.01(b) of the Standard Specifications to read:

"2/ Applies only to sand. Sand exceeding the colorimetric test standard of 11 (Illinois Modified AASHTO T 21) will be checked for mortar making properties according to Illinois Modified ASTM C 87 and shall develop a compressive strength at the age of 14 days when using Type I, IL, or II cement of not less than 95 percent of the comparable standard.

Revise the second sentence of Article 1003.02(e)(1) of the Standard Specifications to read:

"The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.90 percent or greater."

Revise the first sentence of the second paragraph of Article 1003.02(e)(3) of the Standard Specifications to read:

"The ASTM C 1293 test shall be performed with Type I, IL, or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.80 percent or greater."

Revise the second sentence of Article 1004.02(g)(1) of the Standard Specifications to read:

"The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.90 percent or greater."

Revise Article 1017.01 of the Standard Specifications to read:

"1017.01 Requirements. The mortar shall be high-strength according to ASTM C 387 and shall have a minimum 80.0 percent relative dynamic modulus of elasticity when tested by the Department according to Illinois Modified AASHTO T 161 or AASHTO T 161 when tested by an independent lab. The high-strength mortar 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-strength mortar 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 five years, and the test results shall be provided to the Department. Mixing of the high-strength mortar shall be according to the manufacturer's specifications. The Department will maintain a qualified product list."

Revise the fourth sentence of Article 1018.01 of the Standard Specifications to read:

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

Revise Article 1019.02 of the Standard Specifications to read:

"1019.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate for Controlled Low-Strength Material (CLSM)	1003.06
(d) Fly Ash	1010
(e) Ground Granulated Blast Furnace (GGBF) Slag	1010
(f) Admixtures (Note 1)	

Note 1. The air-entraining admixture may be in powder or liquid form. Prior to approval, a CLSM air-entraining admixture will be evaluated by the Department. The admixture shall be able to meet the air content requirements of Mix 2. The Department will maintain a qualified product list."

Revise Article 1019.05 of the Standard Specifications to read:

"1019.05 Department Mix Design. The Department mix design shall be Mix 1, 2, or 3 and shall be proportioned to yield approximately one cubic yard (cubic meter).

Mix 1	
Cement	50 lb (30 kg)
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2900 lb (1720 kg)
Water	50-65 gal (248-322 L)
Air Content	No air is entrained

Mix 2	
Cement	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2500 lb (1483 kg)
Water	35-50 gal (173-248 L)
Air Content	15-25 %

Mix 3		
Cement	40 lb (24 kg)	
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)	
Fine Aggregate – Saturated Surface Dry	2500 lb (1483 kg)	
Water	35-50 gal (179-248 L)	
Air Content	15-25 %"	

Revise Article 1020.04, Table 1, Note (8) of the Standard Specifications to read:

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

Revise Article 1020.04, Table 1 (Metric), Note (8) of the Standard Specifications to read:

"(8) In addition to the Type III portland cement, 60 kg/cu m of ground granulated blast-furnace slag and 30 kg/cu m of microsilica (silica fume) shall be used. For an air temperature greater than 30 °C, the Type III portland cement may be replaced with Type I, IL, or II portland cement."

Revise the second paragraph of Article 1020.05(a) of the Standard Specifications to read:

"For a mix design using a portland-pozzolan cement, portland blast-furnace slag cement, portland-limestone cement, or replacing portland cement with finely divided minerals per Articles 1020.05(c) and 1020.05(d), the Contractor may submit a mix design with a minimum portland cement content less than 400 lbs/cu yd (237 kg/cu m), but not less than 375 lbs/cu yd (222 kg/cu m), if the mix design is shown to have a minimum relative dynamic modulus of elasticity of 80 percent determined according to AASHTO T 161. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete."

Revise the first sentence of the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

"Corrosion inhibitors and concrete admixtures shall be according to the qualified product lists."

Delete the fourth and fifth sentences of the second paragraph of Article 1020.05(b) of the Standard Specifications.

Revise the third sentence of the second paragraph of Article 1020.05(b)(5) of the Standard Specifications to read:

"The qualified product lists of concrete admixtures shall not apply."

Revise second paragraph of Article 1020.05(b)(10) of the Standard Specifications to read:

"When calcium nitrite is used, it shall be added at the rate of 4 gal/cu yd (20 L/cu m) and shall be added to the mix immediately after all compatible admixtures have been introduced to the batch. Other corrosion inhibitors shall be added per the manufacturer's specifications."

Delete the third paragraph of Article 1020.05(b)(10) of the Standard Specifications.

Revise Article 1020.15(b)(1)c. of the Standard Specifications to read:

"c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor

shall provide freeze/thaw test results according to AASHTO T 161, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer."

Revise Article 1021.01 of the Standard Specifications to read:

"1021.01 General. Admixtures shall be furnished in liquid or powder form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer, the date of manufacture, and trade name of the material. Containers shall be readily identifiable as to manufacturer, the date of manufacture, and trade name of the material they contain.

Concrete admixtures shall be on one of the Department's qualified product lists. Unless otherwise noted, admixtures shall have successfully completed and remain current with the AASHTO Product Eval and Audit Concrete Admixture (CADD) testing program. For admixture submittals to the Department; the product brand name, manufacturer name, admixture type or types, an electronic link to the product's technical data sheet, and the NTPEP testing number which contains an electronic link to all test data shall be provided. In addition, a letter shall be submitted certifying that no changes have been made in the formulation of the material since the most current round of tests conducted by AASHTO Product Eval and Audit. After 28 days of testing by AASHTO Product Eval and Audit, air-entraining admixtures may be provisionally approved and used on Departmental projects. For all other admixtures, unless otherwise noted, the time period after which provisionally approved status may be earned is 6 months.

The manufacturer shall include the following in the submittal to the AASHTO Product Eval and Audit CADD testing program: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range established by the manufacturer shall be according to AASHTO M 194. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, 1021.07, and 1021.08, the pH allowable manufacturing range established by the manufacturer shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass) as determined by an appropriate test method. To verify the test result, the Department will use Illinois Modified AASHTO T 260, Procedure A, Method 1.

Prior to final approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161. The flexural strength test will be performed

according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material."

Revise Article 1021.03 of the Standard Specifications to read:

- "1021.03 Retarding and Water-Reducing Admixtures. The admixture shall be according to the following.
  - (a) Retarding admixtures shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
  - (b) Water-reducing admixtures shall be according to AASHTO M 194, Type A.
  - (c) High range water-reducing admixtures shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding)."

Revise Article 1021.05 of the Standard Specifications to read:

"1021.05 Self-Consolidating Admixtures. Self-consolidating admixture systems shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

High range water-reducing admixtures shall be according to AASHTO M 194, Type F.

Viscosity modifying admixtures shall be according to AASHTO M 194, Type S (specific performance)."

Revise Article 1021.06 of the Standard Specifications to read:

"1021.06 Rheology-Controlling Admixture. Rheology-controlling admixtures shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. Rheology-controlling admixtures shall be according to AASHTO M 194, Type S (specific performance)."

Revise Article 1021.07 of the Standard Specifications to read:

- "1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.
  - (a) Calcium Nitrite. Corrosion inhibitors shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution and shall comply with either the requirements of AASHTO M 194, Type C (accelerating) or the requirements of ASTM C 1582. The corrosion

inhibiting performance requirements of ASTM C 1582 shall not apply.

(b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582.

For submittals requiring testing according to ASTM M 194, Type C (accelerating), the admixture shall meet the requirements of the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01.

For submittals requiring testing according to ASTM C 1582, a report prepared by an independent laboratory accredited by AASHTO re:source for portland cement concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, ASTM G 109 test information specified in ASTM C 1582 is not required to be from an independent accredited lab. All other information in ASTM C 1582 shall be from an independent accredited lab. Test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall instead be submitted directly to the Department."

Add Article 1021.08 of the Standard Specifications as follows:

"1021.08 Other Specific Performance Admixtures. Other specific performance admixtures shall, at a minimum, be according to AASHTO M 194, Type S (specific performance). The Department also reserves the right to require other testing, as determined by the Engineer, to show evidence of specific performance characteristics.

Initial testing according to AASHTO M 194 may be conducted under the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01, or by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. In either case, test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall also be submitted directly to the Department. The independent accredited lab report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications."

Revise Article 1024.01 of the Standard Specifications to read:

"1024.01 Requirements for Grout. The grout shall be proportioned by dry volume, thoroughly mixed, and shall have a minimum temperature of 50 °F (10 °C). Water shall not exceed the minimum needed for placement and finishing.

Materials for the grout shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	
(d) Fly Ash	1010
(e) Ground Granulated Blast Furnace (GGBF) Slag	1010
(f) Concrete Admixtures	

Revise Note 1 of Article 1024.02 of the Standard Specifications to read:

"Note 1. Nonshrink grout shall be according to Illinois Modified ASTM C 1107.

The nonshrink grout 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 grout 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 five years, and the test results shall be provided to the Department. Mixing of the nonshrink grout shall be according to the manufacturer's specifications. The Department will maintain a qualified product list."

Revise Article 1029.02 of the Standard Specifications to read:

" 1029.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Fly Ash	1010
(c) Ground Granulated Blast Furnace (GGBF) Slag	1010
(d) Water	1002
(e) Fine Aggregate	1003
(f) Concrete Admixtures	1021
(g) Foaming Agent (Note 1)	

Note 1. The manufacturer shall submit infrared spectrophotometer trace and test results indicating the foaming agent meets the requirements of ASTM C 869 in order to be on the Department's qualified product list. Submitted data/results shall not be more than five years old."

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

"The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures."

Revise the first two sections of Check Sheet #11 of the Supplemental Specifications and Recurring Special Provisions to read:

"<u>Description</u>. This work shall consist of filling voids beneath rigid and composite pavements with cement grout.

<u>Materials</u>. Materials shall be according to the following Articles of Division 1000 - Materials of the Standard Specifications:

Item	Article/Section
(a) Cement	1001

(b) Water	1002
(c) Fly Ash	
(d) Ground Granulated Blast Furnace (GGBF) Slag	
(e) Admixtures	
(f) Packaged Rapid Hardening Mortar or Concrete	1018"

Revise the third paragraph of Materials Note 2 of Check Sheet #28 of the Supplemental Specifications and Recurring Special Provisions to read:

"The Department will maintain a qualified product list of synthetic fibers, which will include the minimum required dosage rate. For the minimum required fiber dosage rate based on the Illinois Modified ASTM C 1609 test, a report prepared by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete shall be provided. The report shall show results of tests conducted no more than five years prior to the time of submittal."

# 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: January 2, 2025

- 1. OVERVIEW AND GENERAL 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 in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory. Award of the contract is conditioned on meeting the requirements of 49 CFR Part 26, and failure by the Contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies as the Department deems appropriate.
- 2. <u>CONTRACTOR ASSURANCE</u>. All assurances set forth in FHWA 1273 are hereby incorporated by reference and will be physically attached to the final contract and all subcontracts.
- 3. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. The Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies and that, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 8.00% 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 in accordance with the requirements of 49 CFR 26.53 and SBE Memorandum No. 24-02.
- 4. <u>IDENTIFICATION OF CERTIFIED DBE</u>. Information about certified DBE Contractors can be found in the Illinois UCP Directory. Bidders can obtain additional information and assistance with identifying DBE-certified companies at the Department's website or by contacting the Department's Bureau of Small Business Enterprises at (217) 785-4611.
- 5. <u>BIDDING PROCEDURES</u>. Compliance with this Special Provision and SBE Policy Memorandum 24-02 is a material bidding requirement. The following shall be included with the bid.
  - (a) DBE Utilization Plan (form SBE 2026) documenting enough DBE participation has been obtained to meet the goal, or a good faith effort has been made to meet the goal even though the efforts did not succeed in obtaining enough DBE participation to meet the goal.
  - (b) Applicable DBE Participation Statement (form SBE 2023, 2024, and/or 2025) for each DBE firm the bidder has committed to perform the work to achieve the contract goal.

The required forms and documentation shall 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 bid if it does not meet the bidding procedures set forth herein and the bid will be declared non-responsive. A bidder declared non-responsive for failure to meet the bidding procedures will not give rise to an administrative reconsideration. In the event the bid is declared non-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.

6. <u>UTILZATION PLAN EVALUATION</u>. 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 the bidder has committed to DBE participation sufficient to meet the goal, or that the bidder has made good faith efforts to do so, in the event the bidder cannot meet the goal, in order for the Department to 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 Department determines, based upon the documentation submitted, that the bidder has made a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A and the requirements of SBE 2026.

If the Department determines that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan of that determination in accordance with SBE Policy Memorandum 24-02.

- 7. <u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work the bidder commits to have performed by the specified DBEs 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 firms. 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 guidelines for counting goal credit are provided in 49 CFR Part 26.55. In evaluating Utilization Plans for award the Department will count goal credit as set forth in Part 26 and in accordance with SBE Policy Memorandum 24-02.
- 8. CONTRACT COMPLIANCE. The Contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each DBE is listed in the Contractor's approved Utilization Plan, unless the Contractor obtains the Department's written consent to terminate the DBE or any portion of its work. The DBE Utilization Plan approved by SBE is a condition-of-award, and any deviation to that Utilization Plan, the work set forth therein to be performed by DBE firms, or the DBE firms specified to perform that work, must be approved, in writing, by the Department in accordance with federal regulatory requirements. Deviation from the DBE Utilization Plan condition-of-award without such written approval is a violation of the contract and may result in termination of the contract or such other remedy the Department deems appropriate. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan.

- (a) NOTICE OF DBE PERFORMANCE. The Contractor shall provide the Engineer with at least three days advance notice of when all DBE firms are expected to perform the work committed under the Contractor's Utilization Plan.
- (b) SUBCONTRACT. If awarded the contract, the Contractor is required to enter into written subcontracts with all DBE firms indicated in the approved Utilization Plan and must provide copies of fully executed 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.
- (c) PAYMENT TO DBE FIRMS. 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 goal has been paid to the DBE. The Contractor shall document and report all payments for work performed by DBE certified firms in accordance with Article 109.11 of the Standard Specifications. All records of payment for work performed by DBE certified firms shall be made available to the Department upon request.
- (d) FINAL PAYMENT. After the performance of the final item of work or trucking, or delivery of material by a DBE and final payment 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 (form SBE 2115) to the Engineer. 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.
- (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.

# **FUEL COST ADJUSTMENT (BDE)**

Effective: April 1, 2009 Revised: August 1, 2017

<u>Description</u>. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

<u>General</u>. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and extra work paid for by agreed unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Extra work paid for at a lump sum price or by force account will not be

subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

- (a) Categories of Work.
  - (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
  - (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
  - (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
  - (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
  - (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

### (b) Fuel Usage Factors.

English Units		
Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / \$1000

Metric Units		
Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B – Subbase and Aggregate Base courses	2.58	liters / metric ton
C – HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D – PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E – Structures	30.28	liters / \$1000

# (c) Quantity Conversion Factors.

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Category	Conversion	Factor
В	sq yd to ton sq m to metric ton	0.057 ton / sq yd / in depth 0.00243 metric ton / sq m / mm depth
С	sq yd to ton sq m to metric ton	0.056 ton / sq yd / in depth 0.00239 m ton / sq m / mm depth
D	sq yd to cu yd sq m to cu m	0.028 cu yd / sq yd / in depth 0.001 cu m / sq m / mm depth

Method of Adjustment. Fuel cost adjustments will be computed as follows.

 $CA = (FPI_P - FPI_L) \times FUF \times Q$ 

Where: CA = Cost Adjustment, \$

> FPI⊳ = Fuel Price Index, as published by the Department for the month the work is

performed, \$/gal (\$/liter)

 $\mathsf{FPI}_1$ = Fuel Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price: or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit

price, \$/gal (\$/liter)

FUF = Fuel Usage Factor in the pay item(s) being adjusted

= Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

Basis of Payment. Fuel cost adjustments may be positive or negative but will only be made when there is a difference between the FPI<sub>I</sub> and FPI<sub>P</sub> in excess of five percent, as calculated by:

Percent Difference =  $\{(FPI_L - FPI_P) \div FPI_L\} \times 100$ 

Fuel cost adjustments will be calculated for each calendar month in which applicable work is performed; and will be paid or deducted when all other contract requirements for the items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

## **HOT-MIX ASPHALT (BDE)**

Effective: January 1, 2024 Revised: January 1, 2025

Revise the first and second paragraphs of Articles 1030.06(c)(2) of the Standard Specifications to read:

"(2) Personnel. The Contractor shall provide a QC Manager who shall have overall responsibility and authority for quality control. This individual shall maintain active certification as a Hot-Mix Asphalt Level II technician.

In addition to the QC Manager, the Contractor shall provide sufficient personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. Mix designs shall be developed by personnel with an active certification as a Hot-Mix Asphalt Level III technician. Technicians performing mix design testing and plant sampling/testing shall maintain active certification as a Hot-Mix Asphalt Level I technician. The Contractor may provide a technician trainee who has successfully completed the Department's "Hot-Mix Asphalt Trainee Course" to assist in the activities completed by a Hot-Mix Asphalt Level I technician for a period of one year after the course completion date. The Contractor may also provide a Gradation Technician who has successfully completed the Department's "Gradation Technician Course" to run gradation tests only under the supervision of a Hot-Mix Asphalt Level II Technician. The Contractor shall provide a Hot-Mix Asphalt Density Tester who has successfully completed the Department's "Nuclear Density Testing" course to run all nuclear density tests on the job site."

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

"When establishing the target density, the HMA maximum theoretical specific gravity  $(G_{mm})$  will be based on the running average of four available Department test results for that project. If less than four  $G_{mm}$  test results are available, an average of all available Department test results for that project will be used. The initial  $G_{mm}$  will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial  $G_{mm}$ ."

Revise Article 1030.09(g)(2) of the Standard Specifications to read:

"(2) The Contractor shall complete split verification sample tests listed in the Limits of Precision table in Article 1030.09(h)(1)."

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

"When establishing the target density, the HMA maximum theoretical specific gravity  $(G_{mm})$  will be the Department mix design verification test result."

Revise the tenth paragraph of Article 1030.10 of the Standard Specifications to read:

"Production is not required to stop after a test strip has been constructed."

## HOT-MIX ASPHALT - LONGITUDINAL JOINT SEALANT (BDE)

Effective: November 1, 2022 Revised: August 1, 2023

Add the following after the second sentence in the eighth paragraph of Article 406.06(h)(2) of the Standard Specifications:

"If rain is forecasted and traffic is to be on the LJS or if pickup/tracking of the LJS material is likely, the LJS shall be covered immediately following its application with FA 20 fine aggregate mechanically spread uniformly at a rate of  $1.5 \pm 0.5$  lb/sq yd  $(0.75 \pm 0.25$  kg/sq m). Fine aggregate landing outside of the LJS shall be removed prior to application of tack coat."

Add the following after the first sentence in the ninth paragraph of Article 406.06(h)(2) of the Standard Specifications:

"LJS half-width shall be applied at a width of  $9 \pm 1$  in. (225  $\pm$  25 mm) in the immediate lane to be placed with the outside edge flush with the joint of the next HMA lift. The vertical face of any longitudinal joint remaining in place shall also be coated."

Add the following after the eleventh paragraph of Article 406.06(h)(2) of the Standard Specifications:

"LJS Half-Width Application Rate, lb/ft (kg/m) 1/			
Lift Thickness, in. (mm)	Coarse Graded Mixture (IL-19.0, IL-19.0L, IL-9.5, IL-9.5L, IL-4.75)	Fine Graded Mixture (IL-9.5FG)	SMA Mixture (SMA-9.5, SMA-12.5)
<sup>3</sup> / <sub>4</sub> (19)	0.44 (0.66)		
1 (25)	0.58 (0.86)		
1 ¼ (32)	0.66 (0.98)	0.44 (0.66)	
1 ½ (38)	0.74 (1.10)	0.48 (0.71)	0.63 (0.94)
1 3/4 (44)	0.82 (1.22)	0.52 (0.77)	0.69 (1.03)
2 (50)	0.90 (1.34)	0.56 (0.83)	0.76 (1.13)
≥ 2 1/4 (60)	0.98 (1.46)		

<sup>1/</sup> The application rate includes a surface demand for liquid. The thickness of the LJS may taper from the center of the application to a lesser thickness on the edge of the application, provided the correct width and application rate are maintained."

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

"Aggregate for covering tack, LJS, or FLS will not be measured for payment."

Add the following to the end of the second paragraph of Article 406.14 of the Standard Specifications:

"Longitudinal joint sealant (LJS) half-width will be paid for at the contract unit price per foot (meter) for LONGITUDINAL JOINT SEALANT, HALF-WIDTH."

## **PAVEMENT MARKING INSPECTION (BDE)**

Effective: April 1, 2025

Revise the second sentence of the first paragraph of Article 780.13 of the Standard Specifications to read:

"In addition, thermoplastic, preformed plastic, epoxy, preformed thermoplastic, polyurea, and modified urethane pavement markings will be inspected following a winter performance period that extends from November 15 to April 1 of the next year."

# PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

"1032.05 Performance Graded Asphalt Binder. These materials will be accepted according to the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure." The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

(a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, ΔTc, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

(b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure."

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

(1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrenebutadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS)  Modified Asphalt Binders		
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR)  Modified Asphalt Binders		
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28
Separation of Polymer		
ITP, "Separation of Polymer from Asphalt		
Binder"		
Difference in °F (°C) of the softening point		
between top and bottom portions	4 (2) max.	4 (2) max.
Toughness		
ASTM D 5801, 77 °F (25 °C),		
20 in./min. (500 mm/min.), inlbs (N-m)	110 (12.5) min.	110 (12.5) min.
Tenacity		
ASTM D 5801, 77 °F (25 °C),		
20 in./min. (500 mm/min.), inlbs (N-m)	75 (8.5) min.	75 (8.5) min.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery		
ASTM D 6084, Procedure A,		
77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.

(2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 "Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates" or AASHTO PP 74 "Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method", a 50 g sample of the GTR shall conform to the following gradation requirements.

Sieve Size	Percent Passing	
No. 16 (1.18 mm)	100	
No. 30 (600 µm)	95 ± 5	
No. 50 (300 µm)	> 20	

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR)  Modified Asphalt Binders		
Test	Asphalt Grade GTR PG 64-28 GTR PG 70-22	Asphalt Grade GTR PG 76-22 GTR PG 76-28 GTR PG 70-28
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

(3) Softener Modification (SM). Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: \*.SPA, \*.SPG, \*.IRD, \*.IFG, \*.CSV, \*.SP, \*.IRS, \*.GAML, \*.[0-9], \*.IGM, \*.ABS, \*.DRT, \*.SBM, \*.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Table 4 - Requirements for Softener Modified Asphalt Binders		
	Asphalt Grade	
	SM PG 46-28 SM PG 46-34	
Test	SM PG 52-28 SM PG 52-34	
	SM PG 58-22 SM PG 58-28	
	SM PG 64-22	
Small Strain Parameter (AASHTO PP 113)		
BBR, ΔTc, 40 hrs PAV (40 hrs continuous	-5°C min.	
or 2 PAV at 20 hrs)		
Large Strain Parameter (Illinois Modified		
AASHTO T 391) DSR/LAS Fatigue	≥ 54 %	
Property, Δ G* peak τ, 40 hrs PAV (40 hrs		
continuous or 2 PAV at 20 hrs)		

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat"

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

"(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

HMA Mixtures - RAP/RAS Maximum ABR % 1/ 2/				
Ndesign Binder Surface Polymer Modified Binder or Surface <sup>3/</sup>				
30	30	30	10	
50	25	15	10	
70	15	10	10	
90	10	10	10	

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA	HMA Mixtures - FRAP/RAS Maximum ABR % 1/2/				
Ndesign	Ndesign Binder Surface Polymer Mo Binder or Surface				
30	55	45	15		
50	45	40	15		
70	45	35	15		
90	45	35	15		
SMA			25		
IL-4.75			35		

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes."

Add the following to the end of Note 2 of Article 1030.03 of the Standard Specifications.

"A dedicated storage tank for the ground tire rubber (GTR) modified asphalt binder shall be provided. This tank shall be capable of providing continuous mechanical mixing throughout and/or recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of  $\pm 0.40$  percent."

# REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024 Revised: April 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

"669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

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)"."

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

"The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing."

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

"The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 III. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the 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 facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth."

Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

"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. All other 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.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option."

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

"The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOCS GROUNDWATER ANALYSIS using EPA Method 8260B, SVOCS GROUNDWATER ANALYSIS using EPA Methods 8270C, or RCRA METALS GROUNDWATER ANALYSIS using EPA Methods 6010B and 7471A. This price shall include transporting the sample from the job site to the laboratory."

Revise the first sentence of the eight paragraph of Article 669.11 of the Standard Specifications to read:

"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) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04."

#### **SEEDING (BDE)**

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

**"250.07 Seeding Mixtures.** The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. Seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

		TABLE 1 - SEEDING MIXTURES	
Class -	- Туре	Seeds	lb/acre (kg/hectare)
1	Lawn Mixture 1/	Kentucky Bluegrass	100 (110)
		Perennial Ryegrass	60 (70)
		Festuca rubra ssp. rubra (Creeping Red Fescue)	40 (50)
1A	Salt Tolerant	Kentucky Bluegrass	60 (70)
	Lawn Mixture 1/	Perennial Ryegrass	20 (20)
		Festuca rubra ssp. rubra (Creeping Red Fescue)	20 (20)
		Festuca brevipilla (Hard Fescue)	20 (20)
		Puccinellia distans (Fults Saltgrass or Salty Alkaligrass)	60 (70)
1B	Low Maintenance	Turf-Type Fine Fescue 3/	150 (170)
	Lawn Mixture 1/	Perennial Ryegrass	20 (20)
		Red Top	10 (10)
_		Festuca rubra ssp. rubra (Creeping Red Fescue)	20 (20)
2	Roadside Mixture 1/	Lolium arundinaceum (Tall Fescue)	100 (110)
		Perennial Ryegrass	50 (55)
		Festuca rubra ssp. rubra (Creeping Red Fescue)	40 (50)
		Red Top	10 (10)
2A	Salt Tolerant	Lolium arundinaceum (Tall Fescue)	60 (70)
	Roadside Mixture 1/	Perennial Ryegrass	20 (20)
		Festuca rubra ssp. rubra (Creeping Red Fescue)	30 (20)
		Festuca brevipila (Hard Fescue)	30 (20)
		Puccinellia distans (Fults Saltgrass or Salty Alkaligrass)	60 (70)
3	Northern Illinois	Elymus canadensis	5 (5)
	Slope Mixture 1/	(Canada Wild Rye) 5/	20 (20)
		Perennial Ryegrass Alsike Clover 4/	20 (20)
		Desmanthus illinoensis	5 (5) 2 (2)
		(Illinois Bundleflower) 4/ 5/	2 (2)
		Schizachyrium scoparium	12 (12)
		(Little Bluestem) 5/	(/
		Bouteloua curtipendula	10 (10)
		(Side-Oats Grama) 5/	` ,
		Puccinellia distans (Fults Saltgrass or Salty Alkaligrass)	30 (35)
		Oats, Spring	50 (55)
		Slender Wheat Grass 5/	15 (15)
		Buffalo Grass 5/ 7/	5 (5)
3A	Southern Illinois	Perennial Ryegrass	20 (20)
	Slope Mixture 1/	Elymus canadensis	20 (20)
		(Canada Wild Rye) 5/	40 (40)
		Panicum virgatum (Switchgrass) 5/	10 (10) 12 (12)
		Schizachyrium scoparium (Little Blue Stem) 5/	12 (12)
		Bouteloua curtipendula	10 (10)
		(Side-Oats Grama) 5/	10 (10)
		Dalea candida	5 (5)
		(White Prairie Clover) 4/ 5/	- (*)
		Rudbeckia hirta (Black-Éyed Susan) 5/	5 (5)
		Oats, Spring	50 (55)

Class	– Туре	Seeds	lb/acre (kg/hectare)
4	Native Grass 2/ 6/	Andropogon gerardi (Big Blue Stem) 5/	4 (4)
		Schizachyrium scoparium (Little Blue Stem) 5/	5 (5)
		Bouteloua curtipendula (Side-Oats Grama) 5/	5 (5)
		Elymus canadensis (Canada Wild Rye) 5/	1 (1)
		Panicum virgatum (Switch Grass) 5/	1 (1)
		Sorghastrum nutans (Indian Grass) 5/	2 (2)
		Annual Ryegrass	25 (25)
		Oats, Spring Perennial Ryegrass	25 (25) 15 (15)
4A	Low Profile Native Grass 2/ 6/	Schizachyrium scoparium (Little Blue Stem) 5/	5 (5)
		Bouteloua curtipendula (Side-Oats Grama) 5/	5 (5)
		Elymus canadensis (Canada Wild Rye) 5/	1 (1)
		Sporobolus heterolepis (Prairie Dropseed) 5/	0.5 (0.5)
		Annual Ryegrass	25 (25)
		Oats, Spring	25 (25)
4B	Wetland Grass and	Perennial Ryegrass	15 (15) 25 (25)
4D	Sedge Mixture 2/ 6/	Annual Ryegrass Oats, Spring	25 (25) 25 (25)
	Geage Mixtare 2, 6,	Wetland Grasses (species below) 5/	6 (6)
	Species:		% By Weight
		densis (Blue Joint Grass)	12
	Carex lacustris (Lak	<del>-</del> ,	6
	Carex slipata (Awl-F Carex stricta (Tusso		6 6
	Carex vulpinoidea (F		6
		s (Needle Spike Rush)	3
	Eleocharis obtusa (E		3
	Glyceria striata (Fov	14	
	Juncus effusus (Cor	6	
	Juncus tenuis (Slend	6	
	Juncus torreyi (Torre	6	
	Leersia oryzoides (F Scirpus acutus (Har	10 3	
	Scirpus acutus (Hair Scirpus atrovirens (I		3
		iatilis (River Bulrush)	3
		ernaemontani (Softstem Bulrush)	3
	Spartina pectinata (		4

lb/acre (kg/hectare) Class - Type Seeds Forb with Annuals Mixture (Below) 1 (1) Annuals Mixture 2/5/6/ Forb Mixture (Below) 10 (10) Annuals Mixture - Mixture not exceeding 25 % by weight of any one species, of the following: Coreopsis lanceolata (Sand Coreopsis) Leucanthemum maximum (Shasta Daisy) Gaillardia pulchella (Blanket Flower) Ratibida columniferà (Prairie Coneflower) Rudbeckia hirta (Black-Eyed Susan) Forb Mixture - Mixture not exceeding 5 % by weight PLS of any one species, of the following: Amorpha canescens (Lead Plant) 4/ Anemone cylindrica (Thimble Weed) Asclepias tuberosa (Butterfly Weed) Aster azureus (Sky Blue Aster) Symphyotrichum leave (Smooth Aster) Aster novae-angliae (New England Aster) Baptisia leucantha (White Wild Indigo) 4/ Coreopsis palmata (Prairie Coreopsis) Echinacea pallida (Pale Purple Coneflower) Eryngium yuccifolium (Rattlesnake Master) Helianthus mollis (Downy Sunflower) Heliopsis helianthoides (Ox-Eye) Liatris aspera (Rough Blazing Star) Liatris pycnostachya (Prairie Blazing Star) Monarda fistulosa (Prairie Bergamot) Parthenium integrifolium (Wild Quinine) Dalea candida (White Prairie Clover) 4/ Dalea purpurea (Purple Prairie Clover) 4/ Physostegia virginiana (False Dragonhead) Potentilla arguta (Prairie Cinquefoil) Ratibida pinnata (Yellow Coneflower) Rudbeckia subtomentosa (Fragrant Coneflower) Silphium laciniatum (Compass Plant) Silphium terebinthinaceum (Prairie Dock) Oligoneuron rigidum (Rigid Goldenrod) Tradescantia ohiensis (Spiderwort)

Veronicastrum virginicum (Culver's Root)

Class -	– Туре	Seeds	lb/acre (kg/hectare)
5A	Large Flower Native Forb Mixture 2/ 5/ 6/	Forb Mixture (see below)	5 (5)
	Species:		% By Weight
	Aster novae-angliae	(New England Aster)	5
		Pale Purple Coneflower)	10
	Helianthus mollis (D		10
	Heliopsis helianthoid		10
		(Prairie Blazing Star)	10
	Ratibida pinnata (Ye		5 10
	Rudbeckia hirta (Bla Silphium laciniatum		10 10
		aceum (Prairie Dock)	20
	Oligoneuron rigidum		10
5B	Wetland Forb 2/ 5/ 6/	Forb Mixture (see below)	2 (2)
	Species:		% By Weight
	Acorus calamus (Sw		3
	Angelica atropurpur		6
	Asclepias incarnata Aster puniceus (Pur		2 10
	Bidens cernua (Beg		7
		ium (Spotted Joe Pye Weed)	7
	Eupatorium perfoliat		7
		e (Autumn Sneeze Weed)	2
	Iris virginica shrevei	(Blue Flag Iris)	2
	Lobelia cardinalis (C		5
	Lobelia siphilitica (G		5
	Lythrum alatum (Wir		2
		na (False Dragonhead)	5 10
		nica (Pennsylvania Smartweed) ia (Curlytop Knotweed)	10
		inianum (Mountain Mint)	5
		(Cut-leaf Coneflower)	5
		(Riddell Goldenrod)	2
		rpum (Giant Burreed)	5
6	Conservation	Schizachyrium scoparium	5 (5)
	Mixture 2/ 6/	(Little Blue Stem) 5/	2 (2)
		Elymus canadensis (Canada Wild Rye) 5/	2 (2)
		Buffalo Grass 5/ 7/	5 (5)
		Vernal Alfalfa 4/	15 (15)
		Oats, Spring	48 (55)
6A	Salt Tolerant	Schizachyrium scoparium	5 (5)
	Conservation	(Little Blue Stem) 5/	
	Mixture 2/6/	Elymus canadensis	2 (2)
		(Canada Wild Rye) 5/	E (E)
		Buffalo Grass 5/ 7/ Vernal Alfalfa 4/	5 (5) 15 (15)
			15 (15) 48 (55)
		Oats, Spring Puccinellia distans (Fults Saltgrass or Salty Alkaligrass)	20 (20)
7	Temporary Turf	Perennial Ryegrass	50 (55)
′	Cover Mixture	Oats, Spring	64 (70)
	COVOI IVIIALGIO	Cato, Opining	0 <del>+</del> (10)

#### Notes:

- 1/ Seeding shall be performed when the ambient temperature has been between 45 °F (7 °C) and 80 °F (27 °C) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
- 2/ Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 °F (7 °C) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 °F (27 °C) according to the National Weather Service.
- 3/ Specific variety as shown in the plans or approved by the Engineer.
- 4/ Inoculation required.
- 5/ Pure Live Seed (PLS) shall be used.
- 6/ Fertilizer shall not be used.
- 7/ Seed shall be primed with KNO<sub>3</sub> to break dormancy and dyed to indicate such.

Seeding will be inspected after a period of establishment. The period of establishment shall be six (6) months minimum, but not to exceed nine (9) months. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department."

# SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)

"(c) Pavement Marking Tapes (Note 1) ......1095.06"

Add the following Note to the end of Article 703.02 of the Standard Specifications:

"Note 1. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape."

Revise Article 1095.06 of the Standard Specifications to read:

"1095.06 Pavement Marking Tapes. Type I white or yellow marking tape shall consist of glass spheres embedded into a binder on a foil backing that is precoated with a pressure sensitive adhesive. The spheres shall be of uniform gradation and distributed evenly over the surface of the tape.

Type IV tape shall consist of white or yellow tape with wet reflective media incorporated to provide immediate and continuing retroreflection in wet and dry conditions. The wet retroreflective media shall be bonded to a durable polyurethane surface. The patterned surface shall have approximately  $40 \pm 10$  percent of the surface area raised and presenting a near vertical face to traffic from any direction. The channels between the raised areas shall be substantially free of exposed reflective elements or particles.

Blackout tape shall consist of a matte black, non-reflective, patterned surface that is precoated with a pressure sensitive adhesive.

(a) Color. The white and yellow markings shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant D65, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

Color	Daylight Reflectance %Y
White	65 min.
Yellow *	36 - 59

\*Shall match Aerospace Material Specification Standard 595 33538 (Orange Yellow) and the chromaticity limits as follows.

Х	0.490	0.475	0.485	0.530
У	0.470	0.438	0.425	0.456

(b) Retroreflectivity. The white and yellow markings shall be retroreflective. Reflective values measured in accordance with the photometric testing procedure of ASTM D 4061 shall not be less than those listed in the table below. The coefficient of retroreflected luminance, R<sub>L</sub>, shall be expressed as average millicandelas/footcandle/sq ft (millicandelas/lux/sq m), measured on a 3.0 x 0.5 ft (900 mm x 150 mm) panel at 86 degree entrance angle.

Coefficient of Retroreflected Luminance, R <sub>L</sub> , Dry					
	Type I Type IV				
Observation White Yellow			Observation Angle	White	Yellow
0.2°	2700	2400	0.2°	1300	1200
0.5°	2250	2000	0.5°	1100	1000

Wet retroreflectance shall be measured for Type IV under wet conditions according to ASTM E 2177 and meet the following.

Wet Retroreflectance, Initial R∟		
Color R <sub>L</sub> 1.05/88.76		
White 300		
Yellow 200		

- (c) Skid Resistance. The surface of Type IV and blackout markings shall provide a minimum skid resistance of 45 BPN when tested according to ASTM E 303.
- (d) Application. The pavement marking tape shall have a precoated pressure sensitive adhesive and shall require no activation procedures. Test pieces of the tape shall be applied according to the manufacturer's instructions and tested according to ASTM D 1000, Method A, except that a stiff, short bristle roller brush and heavy hand pressure will be substituted for the weighted rubber roller in applying the test pieces to the metal test panel. Material tested as directed above shall show a minimum adhesion value of 750 g/in. (30 g/mm) width at the temperatures specified in ASTM D 1000. The adhesive shall be resistant to oils, acids, solvents, and water, and shall not leave objectionable stains or residue after removal. The material shall be flexible and conformable to the texture of the pavement.
- (e) Durability. Type IV and blackout tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large sections at pavement temperatures above 40 °F (4 °C) either manually or with a roll-up device without the use of sandblasting, solvents, or grinding. The Contractor shall provide a manufacturer's certification that the material meets the requirements for being removed after the following minimum traffic exposure based on transverse test decks with rolling traffic.
  - (1) Time in place 400 days
  - (2) ADT per lane 9,000 (28 percent trucks)
  - (3) Axle hits 10,000,000 minimum

Samples of the material applied to standard specimen plates will be measured for thickness and tested for durability in accordance with ASTM D 4060, using a CS-17 wheel and 1000-gram load, and shall meet the following criteria showing no significant change in color after being tested for the number of cycles indicated.

Test	Type I	Type IV	Blackout
Minimum Initial Thickness, mils (mm)	20 (0.51)	65 (1.65) <sup>1/</sup> 20 (0.51) <sup>2/</sup>	65 (1.65) <sup>1/</sup> 20 (0.51) <sup>2/</sup>
Durability (cycles)	5,000	1,500	1,500

- 1/ Measured at the thickest point of the patterned surface.
- 2/ Measured at the thinnest point of the patterned surface.

The pavement marking tape, when applied according to the manufacturer's recommended procedures, shall be weather resistant and shall show no appreciable fading, lifting, or shrinkage during the useful life of the marking. The tape, as applied, shall be of good appearance, free of cracks, and edges shall be true, straight, and unbroken.

- (f) Sampling and Inspection.
  - (1) Sample. Prior to approval and use of Type IV pavement marking tape, the manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The independent laboratory test report shall state the lot tested, the manufacturer's name, and the date of manufacture.
    - After initial approval by the Department, samples and certification by the manufacturer shall be submitted for each subsequent batch of Type IV tape used. The manufacturer shall submit a certification stating that the material meets the requirements as set forth herein and is essentially identical to the material sent for qualification. The certification shall state the lot tested, the manufacturer's name, and the date of manufacture.
  - (2) Inspection. The Contractor shall provide a manufacturer's certification to the Engineer stating the material meets all requirements of this specification. All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and shall be submitted to the Engineer of Materials, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations."

# SIGN PANELS AND APPURTENANCES (BDE)

Effective: January 1, 2025 Revised: April 1, 2025

Add Article 720.02(c) of the Standard Specifications to read:

Revise the second and third paragraphs of Article 720.02 of the Standard Specifications to read:

"The sign mounting support channel shall be manufactured from steel or aluminum and shall be according to Standard 720001.

Steel support channels shall be according to ASTM A 1011 (A 1011M), ASTM A 635 (A 635M), ASTM A 568 (A 568M), or ASTM A 684 (A 684M), and shall be galvanized. Galvanizing shall be according to ASTM A 653 (A 653M) when galvanized before fabrication, and AASHTO M 111 (M 111M) when galvanized after fabrication. Field or post fabricated drilled holes shall be spot painted with one coat of aluminum epoxy mastic paint prior to installation."

Revise the fifth paragraph of Article 720.02 of the Standard Specifications to read:

"The stainless steel banding for mounting signs or sign support channels to light or signal standards shall be according to ASTM A 240 (A 240M) Type 302 stainless steel."

### SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

"The final manufacturing process for construction materials and the immediately preceding manufacturing stage for construction materials shall occur within the United States. Construction materials shall include an article, material, or supply that is or consists primarily of the following.

- (a) Non-ferrous metals;
- (b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (c) Glass (including optic glass);
- (d) Lumber;
- (e) Drywall.

Items consisting of two or more of the listed construction materials that have been combined through a manufacturing process, and items including at least one of the listed materials combined with a material that is not listed through a manufacturing process shall be exempt."

### STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004 Revised: January 1, 2022

<u>Description</u>. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

<u>Types of Steel Products</u>. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling) Structural Steel Reinforcing Steel

Other steel materials such as dowel bars, tie bars, welded reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in have a contract value of \$10,000 or greater.

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply when the item is added as extra work and paid for at a lump sum price or by force account.

<u>Documentation</u>. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars

Q = quantity of steel incorporated into the work, in lb (kg)

D = price factor, in dollars per lb (kg)

 $D = MPI_M - MPI_L$ 

Where:  $MPI_M =$  The Materials Cost Index for steel as published by the Engineering News-

Record for the month the steel is shipped from the mill. The indices will be

converted from dollars per 100 lb to dollars per lb (kg).

MPI<sub>L</sub> = The Materials Cost Index for steel as published by the Engineering News-

Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price. The indices will be converted from

dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MPI<sub>M</sub> will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

<u>Basis of Payment</u>. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MPI<sub>L</sub> and MPI<sub>M</sub> in excess of five percent, as calculated by:

Percent Difference =  $\{(MPI_L - MPI_M) \div MPI_L\} \times 100$ 

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

# Attachment

Itom	Linit Mass (Maight)
Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	00 11 (0 (0.4.1)
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	23 lb/ft (34 kg/m)
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	37 lb/ft (55 kg/m)
Other piling	See plans
Structural Steel	See plans for weights
	(masses)
Reinforcing Steel	See plans for weights
	(masses)
Dowel Bars and Tie Bars	6 lb (3 kg) each
Welded Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	11 lb/ft (16 kg/m)
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 – 12 m)	14 lb/ft (21 kg/m)
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 – 16.5 m)	21 lb/ft (31 kg/m)
Light Pole w/Mast Arm, 30 - 50 ft (9 – 15.2 m )	13 lb/ft (19 kg/m)
Light Pole w/Mast Arm, 55 - 60 ft (16.5 – 18 m)	19 lb/ft (28 kg/m)
Light Tower w/Luminaire Mount, 80 - 110 ft (24 – 33.5 m)	31 lb/ft (46 kg/m)
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 – 42.5 m)	65 lb/ft (97 kg/m)
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 – 48.5 m)	80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	64 lb/ft (95 kg/m)
Steel Railing, Type S-1	39 lb/ft (58 kg/m)
Steel Railing, Type T-1	53 lb/ft (79 kg/m)
Steel Bridge Rail	52 lb/ft (77 kg/m)
Frames and Grates	
Frame	250 lb (115 kg)
Lids and Grates	150 lb (70 kg)

## 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%"

### SUBMISSION OF BIDDERS LIST INFORMATION (BDE)

Effective: January 2, 2025 Revised: March 2, 2025

In accordance with 49 CFR 26.11(c) all DBE and non-DBEs who bid as prime contractors and subcontractors shall provide bidders list information, including all DBE and non-DBE firms from whom the bidder has received a quote or bid to work as a subcontractor, whether or not the bidder has relied upon that bid in placing its bid as the prime contractor.

The bidders list information shall be submitted with the bid using the link provided within the "Integrated Contractor Exchange (iCX)" application of the Department's "EBids System".

# SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021 Revised: November 2, 2023

<u>FEDERAL AID CONTRACTS</u>. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

#### "STATEMENTS AND PAYROLLS

The payroll records shall include the worker's name, social security number, last known address, telephone number, email address, classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours actually worked in total, deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit certified payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers, last known addresses, telephone numbers, and email addresses shall not be included on weekly submittals. Instead, the payrolls need only include an identification number for each employee (e.g., the last four digits of the employee's social security number). The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at <a href="https://lcptracker.com/">https://lcptracker.com/</a>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

<u>STATE CONTRACTS</u>. Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15<sup>th</sup> day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <a href="https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx">https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx</a>. Payrolls shall be submitted in the format prescribed by the IDOL.

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at <a href="https://lcptracker.com/">https://lcptracker.com/</a>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

# **SURFACE TESTING OF PAVEMENTS – IRI (BDE)**

Effective: January 1, 2021 Revised: January 1, 2023

<u>Description</u>. This work shall consist of testing the ride quality of the finished surface of pavement sections with new concrete pavement, PCC overlays, full-depth HMA, and HMA overlays with at least 2.25 in. (57 mm) total thickness of new HMA combined with either HMA binder or HMA surface removal, according to Illinois Test Procedure 701, "Ride Quality Testing Using the International Roughness Index (IRI)". Work shall be according to Sections 406, 407, or 420 of the Standard Specifications, except as modified herein.

# **Hot-Mix Asphalt (HMA) Overlays**

Add the following to Article 406.03 of the Standard Specifications:

"(n) Pavement Surface Grinding Equipment......1101.04"

Revise Article 406.11 of the Standard Specifications to read:

"406.11 Surface Tests. Prior to HMA overlay pavement improvements, the Engineer will measure the smoothness of the existing high-speed mainline pavement. The Contractor shall measure the smoothness of the finished high-speed mainline, low-speed mainline, and miscellaneous pavements after the pavement improvement is complete but within the same construction season. Testing shall be performed in the presence of the Engineer and according to Illinois Test Procedure 701. The pavement will be identified as high-speed mainline, low-speed mainline, or miscellaneous as follows.

- (a) Test Sections.
  - (1) High-Speed Mainline Pavement. High-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit greater than 45 mph. These sections shall be tested with an inertial profiling system (IPS).
  - (2) Low-Speed Mainline Pavement. Low-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit of 45 mph or less. These sections shall be tested using a 16 ft (5 m) straightedge or with an IPS analyzed using the rolling 16 ft (5 m) straightedge simulation in ProVAL.

- (3) Miscellaneous Pavement. Miscellaneous pavement are segments that either cannot readily be tested by an IPS or conditions beyond the control of the Contractor preclude the achievement of smoothness levels typically achievable with mainline pavement construction. This may include the following examples or as determined by the Engineer.
  - Pavement on horizontal curves with a centerline radius of curvature of less than or equal to 1,000 ft (300 m) and the pavement within the superelevation transition of such curves;
  - b. Pavement on vertical curves having a length less than or equal to 200 ft (60 m) in combination with an algebraic change in tangent grade greater than or equal to 3 percent as may occur on urban ramps or other constricted-space facilities;
  - c. The first and last 50 ft (15 m) of a pavement section where the Contractor is not responsible for the adjoining surface;
  - d. Intersections and the 25 ft (7.6 m) before and after an intersection or end of radius return;
  - e. Variable width pavements;
  - f. Side street returns, to the end of radius return;
  - g. Crossovers;
  - h. Pavement connector for bridge approach slab;
  - Bridge approach slab;
  - j. Pavement that must be constructed in segments of 600 ft (180 m) or less;
  - k. Pavement within 25 ft (7.6 m) of manholes, utility structures, at-grade railroad crossings, or other appurtenances;
  - I. Turn lanes; and
  - m. Pavement within 5 ft (1.5 m) of jobsite sampling locations for HMA volumetric testing that fall within the wheel path.

Miscellaneous pavement shall be tested using a 16 ft (5 m) straightedge.

(4) International Roughness Index (IRI). An index computed from a longitudinal profile measurement using a quarter-car simulation at a simulation speed of 50 mph (80 km/h).

- (5) Mean Roughness Index (MRI). The average of the IRI values for the right and left wheel tracks.
  - a. MRIo. The MRI of the existing pavement prior to construction.
  - b. MRI<sub>I</sub>. The MRI value that warrants an incentive payment.
  - c. MRI<sub>F</sub>. The MRI value that warrants full payment.
  - d. MRI<sub>D</sub>. The MRI value that warrants a financial disincentive.
- (6) Areas of Localized Roughness (ALR). Isolated areas of roughness, which can cause significant increase in the calculated MRI for a given sublot.
- (7) Sublot. A continuous strip of pavement 0.1 mile (160 m) long and one lane wide. A partial sublot greater than or equal to 264 ft (80 m) will be subject to the same evaluation as a whole sublot. Partial sublots less than 264 ft (80 m) shall be included with the previous sublot for evaluation purposes.
- (b) Corrective Work. Corrective work shall be completed according to the following.
  - (1) High-Speed Mainline Pavement. For high-speed mainline pavement, any 25 ft (7.6 m) interval with an ALR in excess of 200 in./mile (3,200 mm/km) will be identified by the Engineer and shall be corrected by the Contractor. Any sublot having a MRI greater than MRI<sub>D</sub>, including ALR, shall be corrected to reduce the MRI to the MRI<sub>F</sub>, or replaced at the Contractor's option.
  - (2) Low-Speed Mainline Pavement. Surface variations in low-speed mainline pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.
  - (3) Miscellaneous Pavements. Surface variations in miscellaneous pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.

Corrective work shall be completed with pavement surface grinding equipment or by removing and replacing the pavement. Corrective work shall be applied to the full lane width. When completed, the corrected area shall have uniform texture and appearance, with the beginning and ending of the corrected area perpendicular to the centerline of the paved surface.

Upon completion of the corrective work, the surface of the sublot(s) shall be retested. The Contractor shall furnish the data and reports to the Engineer within 2 working days after corrections are made. If the MRI and/or ALR still do not meet the requirements, additional corrective work shall be performed.

Corrective work shall be at no additional cost to the Department.

(c) Smoothness Assessments. Assessments will be paid to or deducted from the Contractor for each sublot of high-speed mainline pavement per the Smoothness Assessment Schedule. Assessments will be based on the MRI of each sublot prior to performing any corrective work unless the Contractor has chosen to remove and replace the pavement. For pavement that is replaced, assessments will be based on the MRI determined after replacement.

The upper MRI thresholds for high-speed mainline pavement are dependent on the MRI of the existing pavement before construction (MRI<sub>0</sub>) and shall be determined as follows.

	MRI Thresholds (High-Speed, HMA Overlay)		
Upper MRI Thresholds 1/	MRI₀ ≤ 125.0 in./mile (≤ 1,975 mm/km)	MRI <sub>0</sub> > 125.0 in./mile <sup>1/</sup> (> 1,975 mm/km)	
Incentive (MRI <sub>I</sub> )	45.0 in./mile (710 mm/km)	0.2 × MRI <sub>0</sub> + 20	
Full Pay (MRI <sub>F</sub> )	75.0 in./mile (1,190 mm/km)	0.2 × MRI <sub>0</sub> + 50	
Disincentive (MRI <sub>D</sub> )	100.0 in./mile (1,975 mm/km)	0.2 × MRI <sub>0</sub> + 75	

1/ MRI<sub>0</sub>, MRI<sub>1</sub>, MRI<sub>F</sub>, and MRI<sub>D</sub> shall be in in./mile for calculation.

Smoothness assessments for high-speed mainline pavement shall be determined as follows.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, HMA Overlay)		
Mainline Pavement MRI Range	Assessment Per Sublot 1/	
MRI ≤ MRI <sub>I</sub>	+ (MRI <sub>I</sub> – MRI) × \$20.00 <sup>2/</sup>	
$MRI_{l} < MRI \le MRI_{F}$	+ \$0.00	
$MRI_F < MRI \le MRI_D$	$- (MRI - MRI_F) \times $8.00$	
MRI > MRI <sub>D</sub>	- \$200.00	

- 1/ MRI, MRI, MRIF, and MRID shall be in in./mile for calculation.
- 2/ The maximum incentive amount shall not exceed \$300.00.

Smoothness assessments will not be paid or deducted until all other contract requirements for the pavement are satisfied. Pavement that is corrected or replaced for reasons other than smoothness, shall be retested as stated herein."

# Hot-Mix Asphalt (HMA) Pavement (Full-Depth)

Revise the first paragraph of Article 407.03 of the Standard Specifications to read:

"407.03 Equipment. Equipment shall be according to Article 406.03."

Revise Article 407.09 of the Standard Specifications to read:

"407.09 Surface Tests. The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows:

The testing of the existing pavement prior to improvements shall not apply and the smoothness assessment for high-speed mainline pavement shall be determined according to the following table.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, Full-Depth HMA)		
Mainline Pavement MRI, in./mile (mm/km)	Assessment Per Sublot 1/	
≤ 45.0 (710)	+ (45 – MRI) × \$45.00 <sup>2/</sup>	
> 45.0 (710) to 75.0 (1,190)	+ \$0.00	
> 75.0 (1,190) to 100.0 (1,580)	– (MRI – 75) × \$20.00	
> 100.0 (1,580)	- \$500.00	

- 1/ MRI shall be in in./mile for calculation.
- 2/ The maximum incentive amount shall not exceed \$800.00."

# **Portland Cement Concrete Pavement**

Delete Article 420.03(i) of the Standard Specifications.

Revise Article 420.10 of the Standard Specifications to read:

"420.10 Surface Tests. The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows.

The testing of the existing pavement prior to improvements shall not apply. The Contractor shall measure the smoothness of the finished surface of the pavement after the pavement has attained a flexural strength of 250 psi (3,800 kPa) or a compressive strength of 1,600 psi (20,700 kPa).

Membrane curing damaged during testing shall be repaired as directed by the Engineer at no additional cost to the Department.

(a) Corrective Work. No further texturing for skid resistance will be required for areas corrected by grinding. Protective coat shall be reapplied to areas ground according to Article 420.18 at no additional cost to the Department.

Jointed portland cement concrete pavement corrected by removal and replacement, shall be corrected in full panel sizes.

(b) Smoothness Assessments. Smoothness assessment for high-speed mainline pavement shall be determined as follows.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, PCC)		
Mainline Pavement MRI, in./mile (mm/km) 3/	Assessment Per Sublot 1/	
≤ 45.0 (710)	+ (45 – MRI) × \$60.00 <sup>2/</sup>	
> 45.0 (710) to 75.0 (1,190)	+ \$0.00	
> 75.0 (1,190) to 100.0 (1,580)	– (MRI – 75) × \$37.50	
> 100.0 (1,580)	- \$750.00	

- 1/ MRI shall be in in./mile for calculation.
- 2/ The maximum incentive amount shall not exceed \$1200.00.
- 3/ If pavement is constructed with traffic in the lane next to it, then an additional 10 in./mile will be added to the upper thresholds."

#### Removal of Existing Pavement and Appurtenances

Revise the first paragraph of Article 440.04 of the Standard Specifications to read:

"440.04 HMA Surface Removal for Subsequent Resurfacing. The existing HMA surface shall be removed to the depth specified on the plans with a self-propelled milling machine. The removal depth may be varied slightly at the discretion of the Engineer to satisfy the smoothness requirements of the finished pavement. The temperature at which the work is performed, the nature and condition of the equipment, and the manner of performing the work shall be such that the milled surface is not torn, gouged, shoved or otherwise damaged by the milling operation. Sufficient cutting passes shall be made so that all irregularities or high spots are eliminated to the satisfaction of the Engineer. When tested with a 16 ft (5 m) straightedge, the milled surface shall have no surface variations in excess of 3/16 in. (5 mm)."

#### **General Equipment**

Revise Article 1101.04 of the Standard Specifications to read:

- "1101.04 Pavement Surface Grinding Equipment. The pavement surface grinding device shall have a minimum effective head width of 3 ft (0.9 m).
  - (a) Diamond Saw Blade Machine. The machine shall be self-propelled with multiple diamond saw blades.
  - (b) Profile Milling Machine. The profile milling machine shall be a drum device with carbide or diamond teeth with spacing of 0.315 in. (8 mm) or less and maintain proper forward speed for surface texture according to the manufacturer's specifications."

# **SURVEYING SERVICES (BDE)**

Effective: April 1, 2025

Delete the fourth paragraph of Article 667.04 of the Standard Specifications.

Delete Section 668 of the Standard Specifications.

# **TEMPORARY RUMBLE STRIPS (BDE)**

Effective: April 1, 2025

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

"(k) Temporary Rumble Strips. Temporary rumble strips provide an audible and tactile warning to alert motorists of an approaching work zone or change in driving pattern or highway condition. The number and spacing of temporary rumble strips installed per set shall be as shown in Standard 701901. Temporary rumble strips shall be applied to the pavement according to the manufacturer's recommendations.

Breakage or significant permanent deformation of the strip shall constitute failure. Compaction or slipping of material that reduces the effectiveness of the audible or vibration warnings shall constitute failure.

Upon completion of the project, or as directed by the Engineer, temporary rumble strips shall be entirely removed using a method that does not permanently damage the pavement surface."

Revise Article 701.19(e) of the Standard Specifications to read:

"(e) Temporary rumble strips will be measured as each, where each is defined as a set of six temporary rumble strips across a single lane of pavement, and each set of temporary rumble strips will be measured for payment once per location."

Revise Article 1106.03 of the Standard Specifications to read:

"1106.03 Temporary Rumble Strips. Temporary rumble strips shall be black or white. Temporary rumble strips shall be constructed of a flexible, pliant, impact-resistant material capable of supporting a load of 6000 lb (2700 kg). Temporary rumble strips shall be 1/4 in. (6 mm) to 1 in. (25 mm) thick and 4 in. (100 mm) to 6 in. (150 mm) wide. Temporary rumble strips shall be weather resistant and, through normal traffic wear, show no appreciable fading, lifting, tearing, rollback, or other signs of poor adhesion."

### TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975 Revised: September 2, 2021

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **1**. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee it employs on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the

end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor Employment Training Administration shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The Contractor shall provide for the maintenance of records and furnish periodic reports documenting its performance under this Training Special Provision.

For contracts with an awarded contract value of \$500,000 or more, the Contractor is required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules to the extent permitted by Section 20-20(g). For federally funded projects, the number of trainees to be trained under this contract, as stated in the Training Special Provisions, will be the established goal for the Illinois Works Apprenticeship Initiative 30 ILCS 559/20-20(g). The Contractor shall make a good faith effort to meet this goal. For federally funded projects, the Illinois Works Apprenticeship Initiative will be implemented using the FHWA approved OJT procedures. The Contractor must comply with the recordkeeping and reporting obligations of the Illinois Works Apprenticeship Initiative for the life of the project, including the certification as to whether the trainee/apprentice labor hour goals were met.

Method of Measurement. The unit of measurement is in hours.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

### IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION

Effective: August 1, 2012 Revised: February 2, 2017

In addition to the Contractor's equal employment opportunity (EEO) affirmative action efforts undertaken as required by this Contract, the Contractor is encouraged to participate in the incentive program described below to provide additional on-the-job training to certified graduates of the IDOT pre-apprenticeship training program, as outlined in this Special Provision.

IDOT funds, and various Illinois community colleges operate, pre-apprenticeship training programs throughout the State to provide training and skill-improvement opportunities to promote the increased employment of minority groups, disadvantaged persons and women in all aspects of the highway construction industry. The intent of this IDOT Pre-Apprenticeship Training Program Graduate (TPG) special provision (Special Provision) is to place these certified program graduates on the project site for this Contract in order to provide the graduates with meaningful on-the-job training. Pursuant to this Special Provision, the Contractor must make every reasonable effort to recruit and employ certified TPG trainees to the extent such individuals are available within a practicable distance of the project site.

Specifically, participation of the Contractor or its subcontractor in the Program entitles the participant to reimbursement for graduates' hourly wages at \$15.00 per hour per utilized TPG trainee, subject to the terms of this Special Provision. Reimbursement payment will be made even though the Contractor or subcontractor may also receive additional training program funds from other non-IDOT sources for other non-TPG trainees on the Contract, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving reimbursement from another entity through another program, such as IDOT through the TPG program. With regard to any IDOT funded construction training program other than TPG, however, additional reimbursement for other IDOT programs will not be made beyond the TPG Program described in this Special Provision when the TPG Program is utilized.

No payment will be made to the Contractor if the Contractor or subcontractor fails to provide the required on-site training to TPG trainees, as solely determined by IDOT. A TPG trainee must begin training on the project as soon as the start of work that utilizes the relevant trade skill and the TPG trainee must remain on the project site through completion of the Contract, so long as training opportunities continue to exist in the relevant work classification. Should a TPG trainee's employment end in advance of the completion of the Contract, the Contractor must promptly notify the IDOT District EEO Officer for the Contract that the TPG's involvement in the Contract has ended. The Contractor must supply a written report for the reason the TPG trainee involvement terminated, the hours completed by the TPG trainee on the Contract, and the number of hours for which the incentive payment provided under this Special Provision will be, or has been claimed for the separated TPG trainee.

Finally, the Contractor must maintain all records it creates as a result of participation in the Program on the Contract, and furnish periodic written reports to the IDOT District EEO Officer that document its contractual performance under and compliance with this Special Provision. Finally, through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived, the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

**Method of Measurement**: The unit of measurement is in hours.

**Basis of Payment**: This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is **1**.

The Department has contracted with several educational institutions to provide screening, tutoring and pre-training to individuals interested in working as a TPG trainee in various areas of common construction trade work. Only individuals who have successfully completed a Pre-Apprenticeship Training Program at these IDOT approved institutions are eligible to be TPG trainees. To obtain a list of institutions that can connect the Contractor with eligible TPG trainees, the Contractor may contact: HCCTP TPG Program Coordinator, Office of Business and Workforce Diversity (IDOT OBWD), Room 319, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, Illinois 62764. Prior to commencing construction with the utilization of a TPG trainee, the Contractor must submit documentation to the IDOT District EEO Officer for the Contract that provides the names and contact information of the TPG trainee(s) to be trained in each selected work classification, proof that that the TPG trainee(s) has successfully completed a Pre-Apprenticeship Training Program, proof that the TPG is in an Apprenticeship Training Program approved by the U.S. Department of Labor Bureau of Apprenticeship Training, and the start date for training in each of the applicable work classifications.

To receive payment, the Contractor must provide training opportunities aimed at developing a full journeyworker in the type of trade or job classification involved. During the course of performance of the Contract, the Contractor may seek approval from the IDOT District EEO Officer to employ additional eligible TPG trainees. In the event the Contractor subcontracts a portion of the contracted work, it must determine how many, if any, of the TPGs will be trained by the subcontractor. Though a subcontractor may conduct training, the Contractor retains the responsibility for meeting all requirements imposed by this Special Provision. The Contractor must also include this Special Provision in any subcontract where payment for contracted work performed by a TPG trainee will be passed on to a subcontractor.

Training through the Program is intended to move TPGs toward journeyman status, which is the primary objective of this Special Provision. Accordingly, the Contractor must make every effort to enroll TPG trainees by recruitment through the Program participant educational institutions to the extent eligible TPGs are available within a reasonable geographic area of the project. The Contractor is responsible for demonstrating, through documentation, the recruitment efforts it has undertaken prior to the determination by IDOT whether the Contractor is in compliance with this Special Provision, and therefore, entitled to the Training Program Graduate reimbursement of \$15.00 per hour.

Notwithstanding the on-the-job training requirement of this TPG Special Provision, some minimal off-site training is permissible as long as the offsite training is an integral part of the work of the contract, and does not compromise or conflict with the required on-site training that is central to the purpose of the Program. No individual may be employed as a TPG trainee in any work classification in which he/she has previously successfully completed a training program leading to journeyman status in any trade, or in which he/she has worked at a journeyman level or higher.

### **VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021 Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

"The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations."

### WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: January 2, 2025

The following applies to all Disadvantaged Business Enterprise (DBE) trucks on the project, whether they are utilized for DBE goal credit or not.

The Contractor shall notify the Engineer at least three days prior to DBE trucking activity.

The Contractor shall submit a weekly report of DBE trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Sunday through Saturday 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.

### **WOOD SIGN SUPPORT (BDE)**

Effective: November 1, 2023

Add the following to Article 730.02 of the Standard Specifications:

"(c) Preservative Treatment .......1007.12"

Revise the first paragraph of Article 730.03 of the Standard Specifications to read:

" 730.03 General. Wood sign supports shall be treated. When the 4 x 6 in. (100 x 150 mm) posts are used, they shall be modified to satisfy the breakaway requirements by drilling 1 1/2 in. (38 mm) diameter holes centered at 4 and 18 in. (100 and 450 mm) above the groundline and perpendicular to the centerline of the roadway."

### WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020 Revised: January 1, 2025

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 shall be MASH compliant.

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 shall be MASH compliant.

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 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350, 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 sign supports, speed feedback displays, 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 compliant is available, an NCHRP 350 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.
- (I) 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. Non-segregated 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
- Implementation of Clean Air Act and Federal Water Pollution Control Act
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

#### **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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild 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) in accordance with 23 CFR 633.102. The designbuilder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

- 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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).
- 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, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the 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 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 or other knowledgeable company official.
- 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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. 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 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 recipient deems appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages, and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. 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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
  - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) 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 will be sent by the contracting officer by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>. 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.
- (4) 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 will, by email to <code>DBAconformance@dol.gov</code>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.
- d. Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. 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, in accordance with the criteria set forth in § 5.28, 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.
- f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

### 2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <a href="https://www.dol.gov/sites/dolgov/files/WHD/">https://www.dol.gov/sites/dolgov/files/WHD/</a> legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
  - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
  - (ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and
  - (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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action

### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 40 U.S.C. 3144(b) or § 5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of  $\underline{40}$   $\underline{\text{U.s.c. }3144(b)}$  or  $\S$  5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, <u>18</u> <u>U.S.C. 1001</u>.
- **11. Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or  $\underline{29\ \text{CFR part 1}}$  or  $\underline{3}$ ;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.
- 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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate:
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)
- (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. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

### **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 Part 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. 23 CFR 635.108.
- 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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

## 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. 2 CFR 180.220 and 1200.220.

### 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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

- 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, Subpart I, 180.900-180.1020, and 1200.
  "First Tier Covered Transactions" refers to any covered
  transaction between a recipient or subrecipient 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 recipient or
  subrecipient 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. 2 CFR 180.330.
- 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. 2 CFR 180.220 and 180.300.
- 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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>). 2 CFR 180.300, 180.320, and 180.325.
- 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 CFR 180.325.

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# 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 CFR 180.335;.
- (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, 2 CFR 180.800:
- (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, 2 CFR 180.700 and 180.800: 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. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.
- 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, Subpart I, 180.900 - 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.
- 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. 2 CFR 180.220 and 1200.220.
- 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 System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- 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. 2 CFR 180.325.

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## 4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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## XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

- 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.

### XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.
- 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 Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

**ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B) 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.
- 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
- 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.