

# 32

**Letting March 9, 2018**

## **Notice to Bidders, Specifications and Proposal**



**Illinois Department  
of Transportation**

**Springfield, Illinois 62764**

**Contract No. 68887  
PEORIA County  
Section 72-4(HB,HVB-1,HVB)B-R  
Route FAI 474/FAP 317  
Project NHPP-CT03(838)  
District 4 Construction Funds**

Prepared by

Checked by

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(Printed by authority of the State of Illinois)



## 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 10:00 a.m. March 9, 2018 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. 68887  
PEORIA County  
Section 72-4(HB,HVB-1,HVB)B-R  
Project NHPP-CT03(838)  
Route FAI 474/FAP 317  
District 4 Construction Funds**

**Bridge rehabilitation to structure numbers: 072-0127, 072-0128, 072-0129, 072-0130, 072-0131 and 072-0132.**

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

By Order of the  
Illinois Department of Transportation

Randall S. Blankenhorn,  
Secretary

INDEX  
 FOR  
 SUPPLEMENTAL SPECIFICATIONS  
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2018

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-18)

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## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAI Route 474 (I-474) & FAP Route 317 (US 24), Project NHPP-CT03(838), Section 72-4(HB,HVB-1,HVB)B-R, Peoria County, Contract No. 68887 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

This project is located along Interstate 474 at six structures: Structure Nos. 072-0127 and 072-0128 over Kickapoo Creek and Union Pacific Railroad; Structure Nos. 072-0129 and 072-0130 over US Route 24 (Adams Street), and Structure Nos. 072-0131 and 072-0132 over Kickapoo Creek and the Tazewell and Peoria Railroad and Toledo, Peoria and Western Railroad located south of Peoria in Peoria County.

### DESCRIPTION OF PROJECT

This project consists of the repair of the existing structures. The work to be performed under this contract includes substructure repair, replacement of expansion joints and bearings, hydro-scarification, latex modified concrete overlay, cleaning and painting structural steel and other related collateral work necessary to complete the project.

### REQUIREMENTS WHEN WORKING WITH THE RAILROAD

Effective: April 1, 2016

Special attention is brought to Section 100 of the "*Standard Specifications for Road and Bridge Construction*" regarding working with the Railroad and the authority of the Railroad Engineer as defined. The Contractor shall make themselves aware of all the rules and regulations the railroad may have regarding, but not limited to, working restrictions, safety training, safety procedures and flagger scheduling and call-off requirements. The Contractor shall also submit, to the Railroad, copies, for review and approval, of the structure demolition plans, beam erection plans and other work plans that may directly impact the Railroad facilities. This submittal shall happen concurrently when submitting to the Department.

The cost to comply with any requirements the Railroad may have in order to perform work on this project shall be considered included in the cost of the contract items and not additional compensation will be allowed.

**LOCATION OF UNDERGROUND STATE MAINTAINED FACILITIES**

Effective: August 3, 2007

Revised: July 31, 2009

The Contractor shall be responsible for locating existing and proposed IDOT electrical facilities (traffic signal, overhead lighting, Intelligent Transportation System, etc.) prior to performing any work at his/her own expense if required. The Contractor shall also be liable for any damage to IDOT facilities resulting from inaccurate locating.

The Contractor may obtain, on request, plans for existing electrical facilities from the Department.

The Contractor shall also be responsible for locating and providing protection for IDOT facilities during all phases of construction. If at any time the facilities are damaged, the Contractor shall immediately notify the Department and make all necessary arrangements for repair to the satisfaction of the Engineer. This work will not be paid for separately, but shall be included in the contract bid price.

**DATE OF COMPLETION**

Effective March 1, 1990

Revised April 25, 2008

The Contractor shall schedule his operations so as to complete all work and open all the roadway to traffic on or before November 15, 2019. The Contractor shall note that this completion date is based on an expedited work schedule.

**ANTI-STRIP ADDITIVE FOR HOT-MIX ASPHALT**

Effective July 30, 2010

If an anti-stripping additive is required for any hot-mix asphalt in accordance with Article 1030.04(c), the cost of the additive will not be paid for separately, but shall be considered as included in the contract unit price bid for the hot-mix asphalt item(s) involved.



**HOT-MIX ASPHALT SURFACE REMOVAL, 1½" & VARIABLE DEPTH**

Effective: March 1, 1993

Revised: November 17, 2017

Description: This work shall consist of removing a portion of the existing hot-mix asphalt concrete surface course in accordance with the applicable portions of Section 440 and 1101 of the Standard Specifications, this special provision, details in the plans and as directed by the Engineer. The cold milled salvaged aggregate resulting from this operation shall become the property of the Contractor.

Equipment: The machine used for milling and planing shall be a self-propelled grinding machine having a minimum 12' (3.6 m) wide drum at least 28" (710 mm) in diameter. When a milling width in excess of 12' is required and the Contractor's milling machine is less than the required width shown in the plans, the remaining area shall be milled with a machine capable of meeting the requirements of this special provision. Milling attachments used with skid steer tractors will not be allowed for longitudinal areas to mill additional widths.

When the teeth become worn so that they do not produce a uniform surface texture, they shall all be changed at the same time (as a unit). Occasionally, individual teeth may be changed if they lock up or break, but this method shall not be used to avoid changing the set of teeth as a unit. Occasional gouges, due to deteriorated pavement condition, or separation of lifts will not be cause to replace all teeth. The Engineer will be the sole judge of the cause of the pavement gouging and the corrective work required. Corrective work due to negligence or poor workmanship shall be at the Contractor's expense.

The moldboard is critical in obtaining the desired surface texture. It shall be straight, true, and free of excessive nicks or wear, and it shall be replaced as necessary to uniformly produce the required surface texture. Gouging of the pavement by more than 1/4 inch (6 mm) shall be sufficient cause to require replacement of all teeth.

Construction Requirements

General: Weather conditions, when milling work is performed, must be such that short term or temporary pavement markings can be placed the day the surface is milled in accordance with Section 703 "Work Zone Pavement Markings".

An automatic grade control device shall be used when milling mainline pavement and shall be capable of controlling the elevation of the drum relative to either a preset grade control stringline or a grade reference device traveling on the adjacent pavement surface. The automatic grade control device may be utilized only on one side of the machine with a automatic slope control device controlling the opposite side. The traveling grade reference device shall not be less than 30 feet (9 m) in length. When milling cross roads, turn lanes, intersections, crossovers, or other miscellaneous areas, the Engineer may permit the matching shoe. The Contractor, at his option, may also substitute an approved 6' wide (1.8 m) machine for areas other than mainline pavement.

The Contractor shall mill 1½" and variable depth at the centerline and project the proposed cross slope to the edge of pavement. In the event the milling at the outer edge of the lane would exceed 1½" and variable depth; then the Contractor shall reduce the cut at the centerline to provide the maximum cut of 1½" and variable depth at the edge of pavement. If deemed necessary, the Contractor may reduce the cross slope from normal 1.5% to 1%.

Surface tests will be performed in accordance with Article 406.11 of the Standard Specifications. The longitudinal profile will be taken 3 ft. (0.9 m) from and parallel to each edge of pavement and 3 ft. (0.9 m) from and parallel to the centerline on each side. If a shadow area is found at the 3 ft. (0.9 m) points the pavement smoothness tester will be moved sufficient distance either side to measure the Contractor's milling efforts. Any surface variations exceeding the tolerance in Article 406.11 shall be corrected by reprofiling at no additional expense to the Department. In addition, the Contractor shall be responsible for refilling with approved hot-mix asphalt mixtures any area that lowered the pavement profile as a result of faulty milling operations if directed by the Engineer. The Contractor shall be responsible for providing the pavement smoothness tester described elsewhere to retest the pavement profile obtained.

If the milling depth is intended to expose the original concrete pavement, then additional hand or machine work may be necessary to remove any remaining veneer of bituminous pavement which may be left in place behind the milling machine. Such work will be at the direction of the Engineer and at no extra cost to the Department.

The Contractor shall provide a 10 foot (3 m) straightedge equipped with a carpenter's level or a 7 foot (2.1 m) electronic straightedge to check the cross slope of the roadway at regular intervals as directed by the Engineer.

Surface Texture: Each tooth on the cutting drum shall produce a series of discontinuous longitudinal striations. There shall be 16 to 20 striations (tooth marks) for each tooth for each 6 feet (1.8 m) in the longitudinal direction, and each striation shall be 1.7 inches ± 0.2 inch (43 ± 5 mm) in length after the area is planed by the moldboard. Thus, the planed length between each pair of striations shall be 2.3 inches ± 0.2 inch (58 ± 5 mm). There shall be 80 to 96 rows of discontinuous longitudinal striations for each 5 feet (1.5 m) in the transverse dimension. The areas between the striations in both the longitudinal and transverse directions shall be flat topped and coplaner. The moldboard shall be used to cut this plane; and any time the operation fails to produce this flat plane interspersed with a uniform pattern of discontinuous longitudinal striations, the operation shall be stopped and the cause determined and corrected before recommencing. Other similar patterns of uniform discontinuous longitudinal striations interspersed on a flat plane may be approved by the Engineer. The drawing titled "Hot-Mix Asphalt Surface Removal" showing the desired surface texture is included in the plans.

The start-up milling speed shall be limited to a maximum of 50 foot (15 m) per minute. The Contractor shall limit his operations to this speed to demonstrate his ability to obtain the striations and ride ability as described above. If the Contractor is able to demonstrate that he can consistently obtain the desired striations and ride ability at a greater speed he will be permitted to run at the increased speed.

Cleanup: After cold milling a traffic lane and before opening the lane to traffic, the pavement shall be swept by a mechanical broom to prevent compaction of the cuttings onto the pavement. All loose material shall be removed from the roadway. Before the prime coat is placed, the pavement shall be cleaned of all foreign material to the satisfaction of the Engineer.

This cleanup work shall be considered included in the contract unit price per Square Meter (Square Yard) for HOT-MIX ASPHALT SURFACE REMOVAL of the depth specified, and no additional compensation will be allowed.

Method of Measurement:

- (a) Contract Quantities. The requirements for the use of Contract Quantities shall be Article 202.07(a) of the Standard Specifications.
- (b) Measured Quantities. Cold milling and planing will be measured and the area computed in square yards (square meters) of surface.

Areas not milled (shadowed areas) due to rutting in the existing pavement surface will be included in the area measured for payment.

Basis of Payment: The cold milling and planing will be paid for at the contract unit price per Square Yard (Square Meter) for HOT-MIX ASPHALT SURFACE REMOVAL of the depth specified. Payment as specified will include variations in depth of cuts due to rutting, superelevations, and pavement crown and no additional compensation will be allowed.

**TRAFFIC CONTROL PLAN**

Effective: December 11, 2017

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction," the applicable guidelines contained in the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways," these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Section 701 and Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

701106	701201	701400	701401	701402	701411
701428	701451	701901	Traffic Control and Protection Special		

Traffic Control Surveillance is required.

Highway Standard 701428 is Required.

Four (4) Width Restriction Signs are required.

## **TRAFFIC CONTROL AND PROTECTION (SPECIAL)**

This work shall consist of providing, installing, maintaining, and removing all traffic control as shown on the applicable highway standards, plan sheets, as directed by the Engineer and in this special provision. This work shall be completed in accordance with Article 107.14 and Section 701 of the Standard Specifications, plan sheets, detour details, ramp/roadway closures details, notes in the plans, and as specified herein:

### Painting S.N. 072-0129 and S.N. 072-0130

#### Stages 1 -5:

Two (2) "ROAD CONSTRUCTION AHEAD" SIGNS and two (2) "RIGHT/LEFT LANE CLOSED AHEAD" signs shall be placed, respectively, 700' and 350' in advance of the approach lane closure.

A flagger and "FLAGGER" signs shall be required when installing and removing traffic control and during staging changes to protect workers and slow approaching motorists.

Two (2) "ROAD CONSTRUCTION AHEAD" signs and two (2) "YIELD AHEAD" signs shall be placed, respectively, 1000' and 500' in advance of any yield condition on ramps.

Stage 2- One (1) "MERGE" sign shall be placed in advance of the I-474 exit ramp to SW Adams Street (on SW Adams Street).

One (1) Portable Changeable Message Sign (PCMS) shall be placed for seven (7) days in advance of a lane closure.

#### Stage 4:

SW Adams Street shall be closed in Stage 4 to allow the cleaning and painting of the overhead structures in the center lane. One (1) PCMS shall be placed three (3) days in advance of the closure/detour. PCMS shall be included in the TCPS pay item.

Restrictions: Westbound I-474 to S.W. Adams Street (EXIT 6B) shall be open when SW Adams Street is closed.

The closure/detour shall only be allowed for two (2) weekend periods. Weekend periods shall be defined as 6:00 P.M. Friday to 6:00 A.M. Monday.

I-474 Mainline:

Two (2) PCMS shall be placed 7 days in advance of the project starting- one (1) for eastbound I-474 and one (1) for westbound I-474. Two (2) Portable Changeable Message Signs (PCMS) shall be required for the duration of the project when Standards 701401 or 701402 are in place. PCMS shall be placed at a location designated by the Resident Engineer and the message shall be as directed by the Resident Engineer.

General Notes:

Standards 701401 and 701402 shall be utilized for lane closures and as shown on the plan staging sheets.

The first and last end section of temporary concrete barrier wall shall be anchored into the pavement.

Highway Standards referenced and/or shown on plan sheets shall be included in the TRAFFIC CONTROL AND PROTECTION SPECIAL pay item.

PCMS signs shall be included in the TRAFFIC CONTROL AND PROTECTION SPECIAL pay item.

The removal of temporary raised reflective pavement markers shall be included in the TRAFFIC CONTROL AND PROTECTION SPECIAL pay item.

Covering/uncovering of any permanent raised reflective markers which conflict with the work zone traffic control shall be included in the TRAFFIC CONTROL AND PROTECTION SPECIAL pay item.

All attempts were made to accurately depict staging plans. Actual field conditions will dictate traffic control staging plan layout.

Basis of Payment: This work shall be paid for at the contract unit price lump sum for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

The following pay items shall be paid for as shown In the Summary of Quantities: PAVEMENT MARKING TAPE, TYPE IV-4", TEMPORARY RAISED REFLECTIVE PAVEMENT MARKER, TEMPORARY PAVEMENT MARKING REMOVAL, PAVEMENT MARKING REMOVAL-WATER BLASTING, PAVEMENT MARKING BLACKOUT TAPE-6", TEMPORARY CONCRETE BARRIER, RELOCATE TEMPORARY CONCRETE BARRIER, IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE) TEST LEVEL III, AND IMPACT ATTENUATORS, RELOCATE (NON-REDIRECTIVE) TEST LEVEL III.

## **WORKING RESTRICTIONS**

1. The Contractor shall notify the IDOT Resident Engineer two (2) weeks prior to commencement of this project.
2. Winter Shutdown: During the winter period from November 21, 2018 through March 31, 2019, the Contractor shall schedule their work operations to provide for all traffic lanes, shoulders, structures and ramps both eastbound and westbound on Interstate 474 and US Route 24 open to traffic at all times.
3. I-474/US 24 Interchange: Ramps B and C will be allowed to be closed for eight (8) weeks for the bridge work and for three (3) days for the milling and overlay work.
4. US 24 (Adams Street) northbound lanes will be allowed to be closed for two (2) consecutive weekends for the painting work of Structure No. 072-0129 and 072-0130. Weekend periods shall be defined as 6:00 P.M. Friday to 6:00 A.M. Monday. US 24 (Adams Street) northbound lanes will not be allowed to be closed simultaneously with either Ramp B or C.
5. The Contractor shall notify the Traffic Signals Systems Engineer, Eric Howald, at telephone number (309) 671-4811, fourteen (14) days in advance of the US 24 (Adams Street) northbound lane closure so that he can reprogram the traffic signals timing at the I-474/IL 29 Ramps which are being utilized as part of the Detour Route for the closure.
6. The Contractor shall remove and reinstall the protective shield at Structure Numbers 072-0129 and 072-0130 for the painting work. The cost of this work shall be included in the cost of CLEANING AND PAINTING STRUCTURAL STEEL, LOCATION 3.
7. Prior to opening all lanes to traffic for winter shutdown, the Contractor shall fill any gaps at the stage line with HMA. The existing surface shall be primed and the HMA compacted to the satisfaction of the Engineer. This work will not be paid separately, but shall be included in the cost of TRAFFIC CONTROL AND PROTECTION SPECIAL.

## **COOPERATION WITH OTHER CONTRACTORS**

Contract No. 68B67 for the milling and resurfacing of US 24 from south of IL 9 to north of Pfeiffer Road in Bartonville was let on January 19, 2018. Part of the work on this contract will involve a closure and a detour route for eight (8) days that conflict with the I-474/US 24 Ramp C closure of this project (Contract No. 68887). The Contractors shall coordinate so that these closures do not take place at the same time. When scheduling closures for the two projects. Project (Contract No. 68B67) will take precedence over this project (Contract No. 68887).

### **SPEEDING PENALTY**

Effective: January 21, 2005

For traffic control standards containing Illinois Sign Standard R2-I106. The dollar amount to be placed on the sign is \$375. Therefore, the sign shall read "**\$375 FINE MINIMUM**".

The cost of this work shall be included in the cost of the traffic control standard.

### **COORDINATION OF RAIL TRAFFIC**

Description. The Toledo, Peoria and Western Railroad (TPWR) and Tazewell and Peoria Railroad (TZPR) own right of way beneath Structure Nos. 072-0131 and 072-0132. This work consists of conforming all operations within the TPWR and TZPR Right-of-Way to the requirements or directions of the TPWR and TZPR, as applicable.

### **CONSTRUCTION REQUIREMENTS**

#### SAFETY TRAINING:

The Contractor shall require all workers working within or crossing over the TPWR and TZPR Right-of-Way to successfully pass the E-Rail Safe Safety Training. Documentation of training shall be provided upon request.

#### RIGHT-OF-ENTRY PERMIT:

TPWR and TZPR Right-of-Entry Permits will be required for the Contractor to access TPWR and TZPR property respectively.

#### FLAGGING:

When construction operations are located above or across the TPWR and TZPR Right-of-Way, a flagger must be requested in advance from TPWR and TZPR. A TPWR and TZPR flagger must be present at all times when working above or across the TPWR and TZPR Right-of-Way.

#### OBSTRUCTIONS:

No material, machinery, plant or appliance shall foul the TPWR and TZPR tracks at any time unless coordinated with the TPWR and TZPR Flaggers.

A protective shield over the TPWR and TZPR tracks has been detailed on the contract plans and is included in the pay item for PROTECTIVE SHIELD.

The TPWR and TZPR flagging services required to access the railroad's property on a daily basis will be paid for per Article 109.04 of the Standard Specifications.

**TEMPORARY CONCRETE BARRIER REFLECTORS**

Effective: January 21, 2005

Installation of reflectors shall be in accordance with the Traffic Control Standards, plan details, and specifications.

Reflectors mounted on temporary concrete barrier will not be measured for payment and shall be included in the cost of pay items associated with temporary concrete barrier.

**PCC QC/QA ELECTRONIC REPORTS SUBMITTAL**

Effective April 26, 2013

Revised: April 26, 2015

The Contractor's QC personnel shall be responsible for electronically submitting PRO and IND MI 654 Air, Slump, Quantity Reports, PRO MI 655 PCC Strength Reports, and MI 504 Field/Lab Gradations to the Department. The format for the electronic submittals will be the PCC QC/QA reporting program, which will be provided by the Department. Microsoft Office 2007 or newer is required for this program which must be provided by the Contractor.

**PCC AUTOMATIC BATCHING EQUIPMENT**

Effective April 23, 2010

Revised November 7, 2014

Portland cement concrete provided shall be produced from batch plants that conform to the requirements of Article 1103.03 (a) and (b) of the Standard Specifications for Road and Bridge Construction. Semi-automatic batching will not be allowed.

In addition, the batching plant shall be a computerized plant interfaced with a printer and shall print actual batch weights and aggregate mixtures, all water added, amount of each admixture or additive per batch, and percentage variance from design. The ticket shall also state the actual water-cement ratio as batched, and the amount of water that can be added to the batch without exceeding the maximum water-cement ratio. Truck delivery tickets will still be required as per Article 1020.11 (a)(7) of the Standard Specifications.



## **LOCATION OF UNDERGROUND STATE MAINTAINED FACILITIES**

Effective: August 3, 2007

Revised: July 31, 2009

The Contractor shall be responsible for locating existing and proposed IDOT electrical facilities (traffic signal, overhead lighting, Intelligent Transportation System, etc.) prior to performing any work at his/her own expense if required. The Contractor shall also be liable for any damage to IDOT facilities resulting from inaccurate locating.

The Contractor may obtain, on request, plans for existing electrical facilities from the Department.

The Contractor shall also be responsible for locating and providing protection for IDOT facilities during all phases of construction. If at any time the facilities are damaged, the Contractor shall immediately notify the Department and make all necessary arrangements for repair to the satisfaction of the Engineer. This work will not be paid for separately, but shall be included in the contract bid price.

## **CONTRACT GUARANTEE**

The Contractor shall guarantee all electrical equipment, apparatus, materials, and workmanship provided under the contract for a period of six (6) months after the date of final inspection according to Article 801.14.

All instruction sheets required to be furnished by the manufacturer for materials and supplies and for operations shall be delivered to the Engineer prior to the acceptance of the project, with the following warranties and guarantees:

1. The manufacturer's standard written warranty for each piece of electrical equipment or apparatus furnished under the contract.
2. The Contractor's written guarantee that, for a period of six (6) months after the date of final inspection of the project, all necessary repairs to or replacement of said warranted equipment, or apparatus shall be made by the Contractor at no cost to the Department.
3. The Contractor's written guarantee for satisfactory operation of all electrical systems furnished and constructed under the contract for a period of six (6) months after final inspection of the project.

**LIGHT POLE, GALVANIZED STEEL, 45 FT. M.H., TENON MOUNT**

This work shall be in accordance with Section 830 and 1069 of the Standard Specifications except as modified herein.

The Contractor shall furnish and install new light poles and install them along I-474 and US 24 on various structures.

The Contractor shall remove the existing light poles and dispose of them off of the job site. The Contractor shall reflect the salvage value of these items in the unit bid price for the proposed light poles.

The Contractor shall verify existing field conditions including, but not limited to, foundation bolt circle and anchor bolt diameters prior to submitting catalog cut sheets.

The Contractor shall furnish and install hardware and all other items required for the installation of the proposed light pole onto the existing structure.

The Contractor shall remove the existing luminaire and re-install it on the proposed light pole.

The Contractor shall install a new 40,000 Hour HPS lamp at the existing wattage in the luminaire and clear the inside of the luminaire including the reflector and glass and the outside glass.

The Contractor shall furnish and install #10 luminaire wiring, fuses, fuse holders, surge arrestors, and all other items required to install the existing luminaire on the proposed light pole.

The Contractor shall install new identification labels on the proposed light poles.

Basis of Payment: This work will be paid for at the contract unit price Each for LIGHT POLE, GALVANIZED STEEL, 45 FT. M.H. and shall be payment in full for all labor, materials, and equipment required to remove the existing light pole and dispose of it off the job site, install a new light pole, and install the existing luminaire onto the proposed light pole as described above, complete.

### **STABILIZATION OF APPROACH PAVEMENT**

The existing approach slabs at Structure Nos. 072-0127, 072-0128, 072-0129, 072-0130, 072-0131, and 072-0132 might have some settlement. Exploratory cores shall be taken as directed by the Engineer to check if any voids exist under the approach slab. If voids exist, the Contractor shall place a culvert lining mix (84PCC 944 or 84 PCC 995) to fill the voids and stabilize the approaches before the proposed overlay as directed by the Engineer.

The Traffic Control for this work shall be paid for at the contract unit price per Lump Sum for TRAFFIC CONTROL & PROTECTION, STANDARD 701401.

All of the other work will be paid for in accordance with Article 109.04 of the Standard Specifications.

**RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)**

Effective: December 1, 1986

Revised: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

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NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Tazewell & Peoria Railroad, Inc. 1500 North Grand Avenue East P.O. Box 139 Springfield, Illinois 62705	0	2/day at 10 mph
DOT/AAR No.: 862 850U RR Division: Midwest	RR Mile Post: 3.19 RR Sub-Division: Southern	
For Freight/Passenger Information Contact: Toby Tobias For Insurance Information Contact: Toby Tobias		Phone: (217) 793-7957 Phone: (217) 793-7957
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Toledo, Peoria & Western RY Corp. 1990 East Washington Street East Peoria, Illinois 61611	0	2/day at 10 mph
DOT/AAR No.: 974 794A RR Division: Midwest	RR Mile Post: 114.27 RR Sub-Division: Peoria	
For Freight/Passenger Information Contact: Toby Tobias For Insurance Information Contact: Toby Tobias		Phone: (217) 793-7957 Phone: (217) 793-7957

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Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

Illinois Department of Transportation  
Bureau of Design and Environment  
2300 South Dirksen Parkway, Room 326  
Springfield, Illinois 62764

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

**RAILROAD PROTECTIVE LIABILITY INSURANCE (5 AND 10) (BDE)**

Effective: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

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NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Union Pacific Railroad Company 301 West Lake Street Northlake, Illinois 60164	0	1/week at 4 mph
DOT/AAR No.: 175 562E RR Division: Chicago	RR Mile Post: 82.29 RR Sub-Division: Peoria	
For Freight/Passenger Information Contact: Jordan Albers For Insurance Information Contact: Bill Smith or Cindy Long		Phone: (314) 331-0682 Phone: (800) 729-7001

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Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

Illinois Department of Transportation  
Bureau of Design and Environment  
2300 South Dirksen Parkway, Room 326  
Springfield, Illinois 62764

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

**EXHIBIT C**

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

**B. BUSINESS AUTOMOBILE COVERAGE INSURANCE.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

**C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

**D. RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

**E. UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

**F. POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

\$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

**OTHER REQUIREMENTS**

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

**SLOPE WALL SLURRY PUMPING**

Effective: October 22, 2000

Revised: February 19, 2010

General: This work shall consist of the placement of a Controlled Low-Strength Material (CLSM) in a void under a section of slope wall at locations as directed by the Engineer.

Materials: The material shall be controlled low-strength material according to Article 593 of the standard specifications.

Construction: The Contractor shall place forms to confine the CLSM under the slope wall. Sandbags or other means shall be used to restrict seepage of the CLSM out of the void.

The placement of the CLSM may be by pumping or by chute if accessible by the mixer.

Method of Measurement: This work will be measured for payment at the contract unit price per cubic yard (cubic meter). Measured volume shall be the actual volume of the void computed from field measurements.

Basis of Payment: This work will be paid for at the unit cost per cubic yard (cubic meter) for SLOPE WALL SLURRY PUMPING.



## **TEMPORARY SHORING AND CRIBBING**

Effective: July 16, 1992

Revised: October 17, 2011

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

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

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

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

## **JACK AND REMOVE EXISTING BEARINGS**

Effective: April 20, 1994

Revised: January 1, 2007

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

Construction Requirements: The Contractor shall submit details and calculations of his/her proposed jacking systems and temporary support procedures for approval by the Engineer before commencing work. At any time during the bridge raising operations, the Engineer may require the Contractor to provide additional supports or measures in order to furnish an added degree of safety. The Contractor shall provide such additional supports or measures at no additional cost to the Department. Neither added precautions nor the failure of the Engineer to order additional protection will in any way relieve the Contractor of sole responsibility for the safety of lives, equipment and structure.

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

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

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

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

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

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

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

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

#### **MODULAR EXPANSION JOINT**

Effective: May 19, 1994

Revised: December 29, 2014

Description. This work shall consist of furnishing and installing a modular expansion joint(s) as shown on the plans, and according to applicable portions of Section 520 of the Standard Specifications.

General. The expansion joint device shall be capable of handling the specified longitudinal movement. In addition, when specified, the joint shall also be capable of handling the differential non-parallel longitudinal movement. The expansion joint device shall effectively seal the joint opening in the deck surface and barrier curbs against the entrance of water and foreign materials. There shall be no appreciable change in the deck surface plane with the expansion and contraction movements of the bridge.

The device shall consist of a shop-fabricated modular assembly of transverse neoprene seals, edge and separation beams, bearing on support bars spanning the joint opening. The assembly shall maintain equal distances between intermediate support rails, at any cross section, for the entire length of the joint. The assembly shall be stable under all conditions of expansion and contraction, using a system of longitudinal control springs and upper and lower support beam bearings and springs.

At sidewalks, concrete median barriers and concrete parapet joints, a sliding steel plate shall be fabricated and installed according to the plans. Painting or galvanizing of sliding steel plates shall be as specified on the plans.

Suppliers: The Department maintains a pre-qualified list of proprietary structural systems allowed for modular expansion joints. 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. 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 manufacturer shall provide evidence of current certification by AISC according to Article 106.08(d) of the Standard Specifications.

Submittals: Shop drawings and a copy of the calculations and support documents shall be submitted to the Engineer for approval according to Article 105.04 of the Standard Specifications. Submittals will be required for each modular expansion joint device specified. In addition the Contractor shall provide the Department with a certification of compliance by the manufacturer listing all materials in the system. The certification shall attest that the system conforms to the design and material requirements and be supported by a copy of the successful results of the fatigue tests performed on the system as herein specified. Submittals with insufficient test data and supporting certifications will be rejected.

The shop drawings shall include tables showing the total anticipated movements for each joint and the required setting width of the joint assemblies at various temperatures.

Design Requirements: The maximum vertical, transverse and horizontal rotations and displacements shall be defined and included in the design.

The expansion joint device(s) shall be designed, detailed and successfully tested, according to Section 14 of the AASHTO LRFD Bridge Design Specifications.

Top, bottom and sides of support bars shall be restrained to prevent uplift, transmit bearing loads, and maintain the lateral position of the bars.

The total movement of each individual sealing element shall not exceed 3 in. (75 mm).

Materials:

(a) Metals. Structural Steel. All structural steel shall be according to AASHTO M 270, Grade 50 (M 270M Grade 345), unless otherwise specified.

Stainless steel sheets for the sliding surfaces of the support bars shall conform to the requirements of ASTM A240 (A240M) type 302 or 304.

The use of aluminum components in the modular joint will not be allowed.

- (b) Preformed Elastomeric Seals. The elastomeric sealing element shall be according to ASTM D5973.

Lubricant/Adhesive for installing the preformed elastomeric elements in place shall be a one-part, moisture-curing, polyurethane and hydrocarbon solvent mixture as recommended by the manufacturer and containing not less than 65 percent solids.

- (c) Support Bar Bearings. Support bar bearings shall be fabricated from elastomeric pads with polytetrafluorethylene (PTFE) surfacing or from polyurethane compound with PTFE sliding surfaces. The elastomeric and PTFE materials shall meet the requirements of Section 1083 of the Standard Specifications.
- (d) Control Springs. Suitable elastomeric type springs which work longitudinally shall be used to maintain the equidistant spacing between transverse edge and separation beams when measured at any given cross section through the joint.
- (e) Support Bars. Support bars shall incorporate stainless steel sliding surfaces to permit joint movement.

### **Construction Requirements**

General. Installation of expansion devices shall be according to the plans and shop drawings.

The fabricator of the modular joint assembly shall be AISC certified according to Article 106.08 for Bridge and Highway Metal Component Manufacturers. In lieu of AISC certification, the Contractor may have all welding on main members (support bars and separation beams) observed and inspected by independent (third party) personnel at the Contractor's expense. Welding shall then be observed by a Certified Welding Inspector (CWI) in addition to the manufacturer's own welding inspection. Third party Non Destructive Examination (NDE) shall be performed by inspector(s), certified as level II in applicable methods, and all complete penetration beam-to-bar welds and butt joints in beams shall be UT inspected and 10 percent of fillets and partial pen welds shall be MT inspected.

The manufacturer of the expansion device shall provide a qualified technical service representative to supervise installation. Modular expansion joint devices shall be factory prefabricated assemblies, preset by the manufacturer prior to shipment with provisions for field adjustment for the ambient temperature at the time of installation.

Unless otherwise shown on the plans, the neoprene seals shall be continuous without any field splices. Installation of the joint seals shall be performed by a trained representative of the Manufacturer.

All steel surfaces of the prefabricated assembly shall be shop painted with the primer specified for structural steel, except areas in direct contact with the seals, galvanized items and stainless steel surfaces.

The metal surfaces in direct contact with the neoprene seals shall be blast cleaned to permit a high strength bond of the lubricant/adhesive between the neoprene seal and mating metal surfaces.

The Contractor shall anticipate and make all necessary adjustments to existing or plan-specified reinforcement bars, subject to the approval of the Engineer, in order to prevent interferences with placement of the selected joint in the structure. Any adjustments to reinforcement bars interfering with the joint installation shall be the responsibility of the Contractor and preapproved by the Engineer prior to installation of the joint. Cutting of reinforcement shall be minimized, and any bars that are cut shall be replaced in-kind at no additional cost.

The prefabricated joint assembly shall be properly positioned and attached to the structure according to the manufacturer's approved shop drawings. The attachment shall be sufficiently rigid to prevent non-thermal rotation, distortion, or misalignment of the joint system relative to the deck prior to casting the concrete. The joints shall be adjusted to the proper opening based on the ambient temperature at the time of installation and then all restraints preventing thermal movement shall be immediately released and/or removed. The joint assembly units shall be straight, parallel and in proper vertical alignment or reworked until proper adjustment is obtained prior to casting of the concrete around the joint.

After the joint system is installed, the joint area shall be flooded with water and inspected, from below for leakage. If leakage is observed, the joint system shall be repaired, at the expense of the Contractor, as recommended by the manufacturer and approved by the Engineer.

Method of Measurement. This work will be measured for payment in place, in feet (meters), along the centerline of the joint from face to face of the parapets or curbs. All sliding plate assemblies at the sidewalks, parapets and median barriers will not be measured for payment. The size will be defined as the specified longitudinal movement rounded up to the nearest 3 inch (75 mm) increment.

Basis of Payment: When only a longitudinal movement is specified, this work will be paid for at the contract unit price per foot (meter) for the MODULAR EXPANSION JOINT, of the size specified. When a differential non parallel movement is also specified, this work will be paid for at the contract unit price per foot (meter) for the MODULAR EXPANSION JOINT-SWIVEL, of the size specified.

All materials, equipment and labor required to fabricate, paint and install the sliding plate assemblies at the sidewalks, parapets and median barriers will not be paid for separately but shall be included in the price for the expansion joint specified.

When the fabrication and erection of modular expansion joint is accomplished under separate contracts, the applicable requirements of Article 505.09 shall apply, except the furnishing pay items shall include storage and protection of fabricated materials up to 75 days after the completion dates.

Fabricated modular expansion joints and other materials complying with the requirements of this item, furnished and accepted, will be paid for at the contract unit price per foot (meter) for FURNISHING MODULAR EXPANSION JOINT or FURNISHING MODULAR EXPANSION JOINT – SWIVEL of the size specified.

Storage and care of fabricated joints 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 MODULAR EXPANSION JOINTS 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.

Modular expansion joints and other materials erected according to the requirements of the specifications, and accepted, will be paid for at the contract unit price per foot (meter) for ERECTING MODULAR EXPANSION JOINT or ERECTING MODULAR EXPANSION JOINT - SWIVEL of the size specified.

## **CLEANING AND PAINTING CONTACT SURFACE AREAS OF EXISTING STEEL STRUCTURES**

Effective: June 30, 2003

Revised: May 18, 2011

**Description.** This work shall consist of the surface preparation and painting of existing steel structures in areas that will be in contact with new steel.

The existing steel at primary connections (faying surfaces) shall be prepared, and primed as specified herein prior to connecting new structural steel to the existing structure.

The existing steel at secondary connections shall be prepared, and if bare metal is exposed, primed as specified herein prior to connecting new structural steel to the existing structure.

**General.** The existing coatings shall be assumed to contain lead and may also contain other toxic metals. Any plans that may be furnished for the work, and any dimensions or other information given regarding a structure, are only for the purpose of assisting bidders in determining the type and location of steel to be cleaned and painted. It is the responsibility of the Contractor to verify this information and the accuracy of the information provided shall in no way affect the price bid for structural steel.

**Materials.** The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material must be tested and approved before use.

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

<u>Item</u>	<u>Article</u>
a) Organic Zinc Rich Primer	1008.05
b) Aluminum Epoxy Mastic	1008.03

**Submittals:**

- a) Manufacturer's application instructions and product data sheets. Copies of the paint manufacturer's application instructions and product data sheets shall be furnished to the Engineer at the field site before steel cleaning begins.
- b) Waste Management Plan. The Waste Management Plan shall address all aspects of waste handling, storage, testing, hauling and disposal. Include the names, addresses, and a contact person for the proposed licensed waste haulers and disposal facilities. Submit the name and qualifications of the laboratory proposed for Toxicity Characteristic Leaching Procedure (TCLP) analysis.
- c) Quality Control (QC) Program. The QC Program shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings.

**Construction Requirements.** The Contractor shall perform first line, in process QC inspections. The Contractor shall implement the submitted and accepted QC Program to insure that the work accomplished complies with these specifications. The designated Quality Control inspector shall be onsite full time during any operations that affect the quality of the coating system (e.g., surface preparation, coating mixing and application, and evaluations between coats and upon completion of the work). The Contractor shall provide artificial lighting in areas where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot candles (325 LUX). Illumination for cleaning and priming, including the working platforms, access, and entryways shall be at least 20 foot candles (215 LUX).

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

**Weather Conditions.** Surfaces to be primed after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture does not come in contact with surfaces cleaned prior to painting. Surfaces painted shall be protected until the coating is sufficiently cured to protect itself from damage.

Restrictions on ambient conditions shall be as per the coating manufacturer's written specifications.



**Surface Preparation:** Prior to making connections or painting, all loose abrasives, paint, and residue shall be contained, collected, removed from the surface area and properly disposed of as specified later in this specification.

**Soluble Salt Remediation.** The Contractor shall implement surface preparation procedures and processes that will remove chloride from the surfaces. Surfaces that may be contaminated with chloride include, but are not limited to, expansion joints and all areas that are subject to roadway splash or runoff such as fascia beams and stringers.

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

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

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

Following successful chloride testing the chloride test areas shall be cleaned as specified below.

Painted surfaces of new steel damaged by abrasive blasting or by the Contractor's operations shall be repainted, as directed by the Engineer, at the Contractor's expense.

- a) **Primary Connections.** Primary connections shall be defined as faying (contact) surfaces of high-strength bolted splices in main, load-carrying members, end diaphragms, end cross-frames, and other areas specifically noted in plans (such as cross-frame connections on curved girders, etc.). These will typically occur where existing splices are replaced or new splices are added.

The surfaces of existing steel in all areas that will be in direct contact with new steel shall be prepared according to SSPC-SP15, Commercial Grade Power Tool Cleaning using vacuum-shrouded power tools equipped with HEPA filtration. The surface preparation shall remove all rust, mill scale, and existing paint from the contact surface. At the Contractors option, vacuum blast cleaning according to SSPC-SP6, Commercial Blast Cleaning may be substituted for SSPC-SP15 at no additional cost to the Department. The surface profile for primary connection surfaces shall be 1.5 to 3.5 mils (38 to 90 microns).

- b) **Secondary Connections.** Secondary connections shall be defined as all surface areas of existing members that will be in contact with new steel except as previously defined as primary connections.

These surfaces of existing steel in all areas that will be in direct contact with new steel shall be prepared according to SSPC-SP3, Power Tool Cleaning using vacuum-shrouded power tools equipped with HEPA filtration. The surface preparation shall remove all loose rust, loose mill scale, and loose, checked, alligatored and peeling paint from the contact surface. At the Contractors option, vacuum blast cleaning according to SSPC-SP6, Commercial Blast Cleaning or SSPC-SP15, Commercial Grade Power Tool Cleaning may be substituted for SSPC-SP3 at no additional cost to the Department. The surface profile for abrasive blast cleaning and Commercial Grade Power Tool Cleaning shall be 1.5 to 3.5 mils (38 to 90 microns).

**Painting.** The manufacturer's written instructions shall be followed for paint storage, mixing, thinning, application, ambient conditions, and drying times between coats. The surface shall be free of dirt, dust, and debris prior to the application of any coat. The coatings shall be applied as a continuous film of uniform thickness free of defects including, but not limited to, runs, sags, overspray, dryspray, pinholes, voids, skips, misses, and shadow-through. Defects such as runs and sags shall be brushed out immediately during application.

The Engineer will approve surface preparation prior to priming.

- a) For Primary connections the surface of the prepared steel cleaned to bare metal shall be primed with an organic zinc rich primer between 3.5 and 5.0 mils (90 and 125 microns) dry film thickness.
- b) For Secondary Connections the surface of the prepared steel cleaned to bare metal shall be painted with one coat of epoxy mastic between 5 and 7 mils (125 microns to 180 microns) in thickness. Areas not cleaned to bare metal need not be painted.

The primer shall cure according to the manufacturers instructions prior to connecting new structural steel to the existing structure.

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

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

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

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

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

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

The Contractor shall have each waste stream sampled for each project and tested by TCLP and according to EPA and disposal company requirements. The Engineer shall be notified in advance when the samples will be collected. The samples shall be collected and shipped for testing within the first week of the project, with the results due back to the Engineer within 10 days. The costs of testing shall be considered included in this work. Copies of the test results shall be provided to the Engineer prior to shipping the waste.

The existing paint removed, together with the surface preparation media (e.g. abrasive) shall be handled as a hazardous waste, regardless of the TCLP results. The waste shall be transported by a licensed hazardous waste transporter, treated by an IEPA permitted treatment facility to a non-hazardous special waste and disposed of at an IEPA permitted disposal facility in Illinois.

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

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

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

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

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

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

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

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

Basis of Payment: This work will be considered included in the cost of "Furnishing and Erecting Structural Steel", "Erecting Structural Steel", or "Structural Steel Repair", as applicable, according to the Standard Specifications, unless otherwise specified on the plans.

### **CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES**

Effective: October 2, 2001

Revised: April 22, 2016

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

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

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

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

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

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

When working over the railroad or navigable waterways, the Department will notify the respective agencies that work is being planned. Unless otherwise noted in the plans, the Contractor is responsible for follow up contact with the agencies, and shall provide evidence that the railroad, Coast Guard, Corps of Engineers, and other applicable agencies are satisfied with the clearance provided and other safety measures that are proposed.

- b) Environmental Monitoring Plan. The Environmental Monitoring Plan shall address the visual inspections and clean up of the soil and water that the Contractor will perform, including final project inspection and cleanup. The plan shall address the daily visible emissions observations that will be performed and the corrective action that will be implemented in the event emissions or releases occur. When high volume ambient air monitoring is required, an Ambient Air Monitoring Plan shall be developed. The plan shall include:

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

- c) Waste Management Plan. The Waste Management Plan shall address all aspects of handling, storage, testing, hauling and disposal of all project waste, including waste water. Include the names, addresses, and a contact person for the proposed licensed waste haulers and disposal facilities. Submit the name and qualifications of the laboratory proposed for Toxicity Characteristic Leaching Procedure (TCLP) analysis. If the use of abrasive additives is proposed, provide the name of the additive, the premixed ratio of additive to abrasive being provided by the supplier, and a letter from the supplier of the additive indicating IEPA acceptance of the material. Note that the use of any steel or iron based material, such as but not limited to grit, shot, fines, or filings as an abrasive additive is prohibited. The plan shall address weekly inspections of waste storage, maintaining an inspection log, and preparing a monthly waste accumulation inventory table.
- d) Contingency Plan. The Contractor shall prepare a contingency plan for emergencies including fire, accident, failure of power, failure of dust collection system, failure of supplied air system or any other event that may require modification of standard operating procedures during lead removal. The plan shall include specific procedures to ensure safe egress and proper medical attention in the event of an emergency.

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

Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections of all environmental control and waste handling aspects of the project to verify compliance with these specification requirements and the accepted drawings and plans. The Contractor shall use the IDOT Environmental Daily Report form to record the results of the inspections. Alternative forms (paper or electronic) will be allowed provided they furnish equivalent documentation as the IDOT form, and they are accepted as part of the QC Program submittal. The completed reports shall be turned into the Engineer before work resumes the following day. Contractor QC inspections shall include, but not be limited to the following:

- Proper installation and continued performance of the containment system(s) in accordance with the approved drawings.
- Visual inspections of emissions into the air and verification that the cause(s) for any unacceptable emissions is corrected.
- Set up, calibration, operation, and maintenance of the regulated area and high volume ambient air monitoring equipment, including proper shipment of cassettes/filters to the laboratory for analysis. Included is verification that the Engineer receives the results within the time frames specified and that appropriate steps are taken to correct work practices or containment in the event of unacceptable results.

- Visual inspections of spills or deposits of contaminated materials into the water or onto the ground, pavement, soil, or slope protection. Included is verification that proper cleanup is undertaken and that the cause(s) of unacceptable releases is corrected.
- Proper implementation of the waste management plan including laboratory analysis and providing the results to the Engineer within the time frames specified herein.
- Proper implementation of the contingency plans for emergencies.

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

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

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

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

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

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



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

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

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

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

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

In addition to complying with the specific containment requirements in Table 1 for each method of removal, the Contractor shall provide and maintain coverage over the ground in the areas to be cleaned. This coverage shall be capable of catching and containing surface preparation media, paint chips, and paint dust in the event of an accidental escape from the primary containment. The containment materials shall be cleaned of loose material prior to relocation or dismantling. Acceptable methods of cleaning include blowing down the surfaces with compressed air while the ventilation system is in operation, HEPA vacuuming, and/or wet wiping. If paint chips or dust is observed escaping from the containment materials during moving, all associated operations shall be halted and the materials and components recleaned.

The containment systems shall also meet the following requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When water is used for surface cleaning, the collected water shall be filtered to separate the particulate from the water. Recycling of the water is preferred in order to reduce the volume of waste that is generated. The water after filtration shall be collected and disposed of according to the waste handling portions of this specification.

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

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

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

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

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

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

NOTE: All project debris must be removed even if the debris (e.g., spent abrasive and paint chips) was a pre-existing condition.

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

Visible emissions in excess of SSPC-TU7, Method A (Timing Method), Level 1 (1% of the workday) are unacceptable. In an 8-hour workday, this equates to emissions of a cumulative duration no greater than 5 minutes.. This criterion applies to scattered, random emissions of short duration. Sustained emissions from a given location (e.g., 1 minute or longer), regardless of the total length of emissions for the workday, are unacceptable and action shall be initiated to halt the emission.

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

c) Ambient Air Monitoring. The Contractor shall perform ambient air monitoring according to the following:

- Monitor Siting. The Contractor shall collect and analyze air samples to evaluate levels of TSP-lead if there are sensitive receptors within 5 times the height of the structure or within 1000 ft. (305 m) of the structure, whichever is greater. If sensitive receptors are not located within these limits, monitoring is not required. Sensitive receptors are areas of public presence or access including, but not limited to, homes, schools, parks, playgrounds, shopping areas, livestock areas, and businesses. The motoring public is not considered to be a sensitive receptor for the purpose of ambient air monitoring.

The Contractor shall locate the monitors according to Section 7.3 of SSPC-TU-7, in areas of public exposure and in areas that will capture the maximum pollutant emissions resulting from the work. The Contractor shall identify the recommended monitoring sites in the Ambient Air Monitoring Plan, including a sketch identifying the above. The monitors shall not be sited until the Engineer accepts the proposed locations. When possible, monitors shall be placed at least 30 feet (9 m) away from highway traffic.

- Equipment Provided by Contractor. The Contractor shall provide up to 4 monitors per work site and all necessary calibration and support equipment, power to operate them, security (or arrangements to remove and replace the monitors daily), filters, flow chart recorders and overnight envelopes for shipping the filters to the laboratory. The number of monitors required will be indicated in the Plan Notes. Each monitor shall be tagged with the calibration date.
- Duration of Monitoring. Monitoring shall be performed for the duration of dust-producing operations (e.g., paint removal, waste handling, containment clean-up and movement, etc.) or a minimum of 8 hours each day (when work is performed).

The monitoring schedule shall be as follows:

1. For dry abrasive blast cleaning monitoring shall be conducted full time during all days of dust-producing operations (e.g., paint removal, waste handling, containment movement, etc.).
2. For wet abrasive blast cleaning, water jetting, or power tool cleaning, monitoring shall be conducted for the first 5 days of dust producing operations. If the results after 5 days are acceptable, monitoring may be discontinued. If the results are unacceptable, corrective action shall be initiated to correct the cause of the emissions, and monitoring shall continue for an additional 5 days. If the results are still unacceptable, the Engineer may direct that the monitoring continue full time.

When monitoring is discontinued, if visible emissions are observed and/or the Contractor's containment system changes during the course of the project, then air monitoring will again be required for a minimum of two consecutive days until compliance is shown.

- Background Monitoring. Background samples shall be collected for two days prior to the start of work while no dust producing operations are underway to provide a baseline. The background monitoring shall include one weekday and one weekend day. The background monitoring shall coincide with the anticipated working hours for the paint removal operations, but shall last for a minimum of 8 hours each day.
- Monitor Operation and Laboratory Analysis.

The Contractor shall calibrate the monitors according to the manufacturer's written instructions upon mobilization to the site and quarterly. Each monitor shall be tagged with the calibration date, and calibration information shall be provided to the Engineer upon request.

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

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

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

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

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

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

- Acceptance Criteria. TSP-lead results at each monitor location shall be less than 1.5  $\mu\text{g}/\text{cu m}$  per calendar quarter converted to a daily allowance using the formulas from SSPC- TU7 as follows, except that the maximum 24-hour daily allowance shall be no greater than 6  $\mu\text{g}/\text{cu m}$ .

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

$$\text{DA} = (90 \div \text{PD}) \times 1.5 \mu\text{g}/\text{cu m}, \text{ where}$$

DA is the daily allowance, and

PD is the number of preparation days anticipated in the 90-day period

If the DA calculation is  $> 6.0 \mu\text{g}/\text{cu m}$ , use  $6.0 \mu\text{g}/\text{cu m}$ .

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

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

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

The Contractor shall make available to all IDOT project personnel a base line and post project blood level screening for lead and zinc protoporphyrin (ZPP) (or the most current OSHA requirement) levels as determined by the whole blood lead method, utilizing the Vena-Puncture technique. This screening shall be made available every 2 months for the first 6 months, and every 6 months thereafter.

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

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

#### Site Emergencies.

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



- b) Contingency Plans and Arrangements. The Engineer will refer to the contingency plan for site specific instructions in the case of emergencies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Appendix 1 – Reference List

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

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

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

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

Notes:

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

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

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

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

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

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

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

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

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



HAZARDOUS WASTE  
CONTINGENCY PLAN  
FOR  
LEAD BASED PAINT REMOVAL PROJECTS

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

Note:

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

Primary Emergency Coordinator

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

Alternate Emergency Coordinator

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

Emergency Response Agencies

POLICE:

1. State Police (if bridge not in city) Phone: \_\_\_\_\_  
District No. \_\_\_\_\_  
Address: \_\_\_\_\_
2. County Sheriff \_\_\_\_\_ Phone: \_\_\_\_\_  
County: \_\_\_\_\_  
Address: \_\_\_\_\_
3. City Police \_\_\_\_\_ Phone: \_\_\_\_\_  
District No. \_\_\_\_\_  
Address: \_\_\_\_\_

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

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FIRE:

1. City \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
2. Fire District \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
3. Other \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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HOSPITAL:

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

Properties of waste and hazard to health:

Places where employees working:

Location of Bridge:

Types of injuries or illness which could result:

Appropriate response to release of waste to the soil:

Appropriate response to release of waste to surface water:

Emergency Equipment at Bridge

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

Emergency Procedure

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

## **DECK SLAB REPAIR**

Effective: May 15, 1995

Revised: October 15, 2011

This work shall consist of hot-mix asphalt surface removal, when required, the removal and disposal of all loose and deteriorated concrete from bridge deck and the replacement with new concrete to the original top of deck. The work shall be done according to the applicable requirements of Sections 501, 503 and 1020 of the Standard Specifications and this Special Provision.

Deck slab repairs will be classified as follows:

- (a) Partial-Depth. Partial-depth repairs shall consist of removing the loose and unsound deck concrete, disposing of the concrete removed and replacing with new concrete. The removal may be performed by chipping with power driven hand tools or by hydro-scarification equipment. The depth shall be measured from the top of the concrete deck surface, at least 3/4 in. (20 mm) but not more than 1/2 the concrete deck thickness.
- (b) Full-Depth. Full-depth repairs shall consist of removing concrete full-depth of the deck, disposing of the concrete removed, and replacing with new concrete to the original concrete deck surface. The removal may be performed with power driven hand tools, hydraulic impact equipment, or by hydro-scarification equipment. Full-depth repairs shall be classified for payment as Full-Depth, Type I and Full-Depth, Type II according to the following:

Type I Full-depth patches less than or equal to 5 sq. ft. (0.5 sq m) in area. The minimum dimensions for a patch shall be 1 ft. x 1 ft. (300 mm x 300 mm).

Type II Full-depth patches greater than 5 sq. ft. (0.5 sq. m) in area.

### Materials.

Materials shall be according to Article 1020.02.

Portland cement concrete for partial and full-depth repairs shall be according to Section 1020. Class PP-1, PP-2, PP-3, PP-4, PP-5 or BS concrete shall be used at the Contractor's option unless noted otherwise on the contract plans. For Class BS concrete, a CA 13, 14, or 16 shall be used. If the BS concrete mixture is used only for full depth repairs, a CA-11 may be used.

Equipment:

The equipment used shall be subject to the approval of the Engineer and shall meet the following requirements:

- (a) Surface Preparation Equipment. Surface preparation and concrete removal equipment shall be according to the applicable portions of Section 1100 and the following:
  - (1) Sawing Equipment. Sawing equipment shall be a concrete saw capable of sawing concrete to the specified depth.
  - (2) Blast Cleaning Equipment. The blast cleaning may be performed by wet sandblasting, high-pressure waterblasting, shotblasting or abrasive blasting. Blast cleaning equipment shall be capable of removing rust and old concrete from exposed reinforcement bars, and shall have oil traps.
  - (3) Power-Driven Hand Tools. Power-driven hand tools will be permitted including jackhammers lighter than the nominal 45 lb. (20 kg) class. Chipping hammers heavier than a nominal 15 lb. (6.8 kg) class shall not be used for removing concrete from below any reinforcing bar for partial depth repairs, or for removal within 1 ft (300 mm) of existing beams, girders or other supporting structural members that are to remain in service or within 1 ft (300 mm) of the boundaries of full-depth repairs. Jackhammers or chipping hammers shall not be operated at an angle in excess of 45 degrees measured from the surface of the slab.
  - (4) Hydraulic Impact Equipment. Hydraulic impact equipment with a maximum rated striking energy of 360 ft-lbs (270 J) may be permitted only in areas of full depth removal more than 1 ft (300 mm) away from existing beams, girders or other supporting structural members that are to remain in service or more than 1 ft (300 mm) from the boundaries of full-depth repairs.
  - (5) Hydro-Demolition Equipment. The hydro-demolition equipment shall consist of filtering and pumping units operating with a remote-controlled robotic device. The equipment shall use water according to Section 1002. The equipment shall be capable of being controlled to remove only unsound concrete.
- (b) Concrete Equipment: Equipment for proportioning and mixing the concrete shall be according to Article 1020.03.
- (c) Finishing Equipment: Finishing equipment shall be according to Article 1103.17. Adequate hand tools will be permitted for placing and consolidating concrete in the patch areas and for finishing small patches.

Construction Requirements: Sidewalks, curbs, drains, reinforcement and/or existing transverse and longitudinal joints which are to remain in place shall be protected from damage during removal and cleaning operations.

The Contractor shall control the runoff water generated by the various construction activities in such a manner as to minimize, to the maximum extent practicable, the discharge of untreated effluent into adjacent waters, and shall properly dispose of the solids generated according to Article 202.03. The Contractor shall submit a water management plan to the Engineer specifying the control measures to be used. The control measures shall be in place prior to the start of runoff water generating activities. Runoff water shall not be allowed to constitute a hazard to adjacent or underlying roadways, waterways, drainage areas or railroads nor be allowed to erode existing slopes.

(a) Hot-Mix Asphalt Surface Removal.

The hot-mix asphalt surface course and all waterproofing membrane shall be removed and disposed of according to applicable portions of Articles 440.04 and 440.06, except milling equipment will not be allowed if the deck is to receive a waterproofing membrane system. If the overlay or waterproofing membrane contains asbestos fibers, removal shall be in accordance with the Special Provision for "Asbestos Waterproofing Membrane or Asbestos Hot-mix Asphalt Surface Removal". Removal of the hot-mix asphalt surface by the use of radiant or direct heat will not be permitted.

(b) Surface Preparation:

All loose, disintegrated and unsound concrete shall be removed from portions of the deck slab shown on the plans or as designated by the Engineer. The Engineer will determine the limits of removal as the work progresses.

The Contractor shall take care not to damage reinforcement bars or expansion joints which are to remain in place. Any damage to reinforcement bars or expansion joints shall be corrected at the Contractor's expense. All loose reinforcement bars, as determined by the Engineer, shall be retied at the Contractor's expense.

(1) Partial-Depth. Areas to be repaired will be determined and marked by the Engineer. A concrete saw shall be used to provide vertical edges approximately 3/4 in. (20 mm) deep around the perimeter of the area to be patched when a concrete overlay is not specified. Where high steel is present, the depth may be reduced as directed by the Engineer. A saw cut will not be required on those boundaries along the face of the curb, parapet or joint or when sharp vertical edges are provided by hydro-demolition.



The loose and unsound concrete shall be removed by chipping, with power driven hand tools or by hydro-demolition equipment. All exposed reinforcing bars and newly exposed concrete shall be thoroughly blast cleaned. Where, in the judgment of the Engineer, the bond between existing concrete and reinforcement steel within the patch area has been destroyed, the concrete adjacent to the bar shall be removed to a depth that will permit new concrete to bond to the entire periphery of the exposed bar. A minimum of 1 in. (25 mm) clearance will be required. The Engineer may require enlarging a designated removal area should inspection indicate deterioration beyond the limits previously designated. In this event, a new saw cut shall be made around the extended area before additional removal is begun. The removal area shall not be enlarged solely to correct debonded reinforcement or deficient lap lengths.

- (2) Full-Depth. Concrete shall be removed as determined by the Engineer within all areas designated for full-depth repair and in all designated areas of partial depth repair in which unsound concrete is found to extend below half the concrete deck thickness. Full depth removal shall be performed according to Article 501.05 except that hydraulic impact equipment may be permitted in areas of full depth removal more than 1 ft (300 mm) away from the edges of existing beams, girders or other supporting structural members or more than 1 ft (300 mm) from the boundaries of full-depth repairs. Saw cuts shall be made on the top of the deck, except those boundaries along the face of curbs, parapets and joints or where hydro-demolition provided sharp vertical edges. The top saw cut may be omitted if the deck is to receive an overlay.

Forms for full-depth repair may be supported by hangers with adjustable bolts or by blocking from the beams below. When approved by the Engineer, forms for Type 1 patches may be supported by No. 9 wires or other devices attached to the reinforcement bars.

All form work shall be removed after the curing sequence is complete and prior to opening to traffic.

- (3) Reinforcement Treatment. Care shall be exercised during concrete removal to protect the reinforcement bars and structural steel from damage. Any damage to the reinforcement bars or structural steel to remain in place shall be repaired or replaced. All existing reinforcement bars shall remain in place except as herein provided for corroded bars. Tying of loose bars will be required. Reinforcing bars which 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. An approved mechanical bar splice capable of developing in tension at least 125 percent of the yield strength of the existing bar shall be used when it is not feasible to provide the minimum bar lap. No welding of bars will be permitted.

- (4) Cleaning. Immediately after completion of the concrete removal and reinforcement repairs, the repair areas shall be cleaned of dust and debris. Once the initial cleaning is completed, the repair areas shall be thoroughly blast cleaned to a roughened appearance free from all foreign matter. Particular attention shall be given to removal of concrete fines. Any method of cleaning which does not consistently produce satisfactory results shall be discontinued and replaced by an acceptable method. All debris, including water, resulting from the blast cleaning shall be confined and shall be immediately and thoroughly removed from all areas of accumulation. If concrete placement does not follow immediately after the final cleaning, the area shall be carefully protected with well-anchored polyethylene sheeting.

Exposed reinforcement bars shall be free of dirt, detrimental scale, paint, oil, or other foreign substances which may reduce bond with the concrete. A tight non-scaling coating of rust is not considered objectionable. Loose, scaling rust shall be removed by rubbing with burlap, wire brushing, blast cleaning or other methods approved by the Engineer.

(c) Placement & Finishing of Concrete Repair:

- (1) Bonding Method. The patch area shall be cleaned to the satisfaction of the Engineer and shall be thoroughly wetted and maintained in a dampened condition with water for at least 12 hours before placement of the concrete. Any excess water shall be removed by compressed air or by vacuuming prior to the beginning of concrete placement. Water shall not be applied to the patch surface within one hour before or at any time during placement of the concrete.

(2) Concrete Placement.

The concrete shall be placed and consolidated according to Article 503.07 and as herein specified. Article 1020.14 shall apply.

When an overlay system is not specified, the patches shall be finished according to Article 503.16 (a), followed by a light brooming.

(d) Curing and Protection.

Concrete patches shall be cured by the Wetted Burlap or Wetted Cotton Mat Method according to Article 1020.13 (a)(3) or Article 1020.13 (a)(5). The curing period shall be 3 days for Class PP-1, PP-2, PP-3, PP-4, and PP-5 concrete. The curing period shall be 7 days for Class BS concrete. In addition to Article 1020.13, when the air temperature is less than 55° F (13° C), the Contractor shall cover the patch according to Article 1020.13 (d)(1) with minimum R12 insulation. Insulation is optional when the air temperature is 55° F. - 90° F (13° C - 32° C). Insulation shall not be placed when the air temperature is greater than 90° F (32° C). A 72-hour minimum drying period shall be required before placing waterproofing or hot-mix asphalt surfacing.

(e) Opening to Traffic.

No traffic will be permitted on a patch until after the specified cure period, and the concrete has obtained a minimum compressive strength of 4000 psi (27.6 MPa) or flexural strength of 675 psi (4.65 MPa).

Construction equipment will be permitted on a patch during the cure period if the concrete has obtained the minimum required strength. In this instance, the strength specimens shall be cured with the patch.

Method of Measurement.

When specified, hot-mix asphalt surface removal and full or partial depth repairs will be measured for payment and computed in square yards (square meters).

Basis of Payment.

The hot-mix asphalt surface removal will be paid for at the contract unit price per square yard (square meter) for HOT-MIX ASPHALT SURFACE REMOVAL (DECK). Areas removed and replaced up to and including a depth of half the concrete deck thickness will be paid for at the contract unit price per square yard (square meter) for DECK SLAB REPAIR (PARTIAL). Areas requiring removal greater than a depth of half the concrete deck thickness shall be removed and replaced full depth and will be paid for at the contract unit price per square yard (square meter) for DECK SLAB REPAIR (FULL DEPTH, TYPE I) and/or DECK SLAB REPAIR (FULL DEPTH, TYPE II).

When corroded reinforcement bars are encountered in the performance of this work and replacement is required, the Contractor will be paid according to Article 109.04.

No payment will be allowed for removal and replacement of reinforcement bars damaged by the Contractor in the performance of his/her work or for any increases in dimensions needed to provide splices for these replacement bars.

Removal and disposal of asbestos waterproofing and/or asbestos bituminous concrete will be paid for as specified in the Special Provision for "Asbestos Waterproofing Membrane or Asbestos Hot-Mix Asphalt Surface Removal".

**BRIDGE DECK LATEX CONCRETE OVERLAY**

Effective: May 15, 1995

Revised: October 20, 2017

This work shall consist of the preparation of the existing concrete bridge deck and the construction of a latex overlay to the specified thickness.

Materials. Materials shall meet the following Articles of Section 1000:

<u>Item</u>	<u>Section</u>
(a) Latex/Portland Cement Concrete (Note 1) (Note 2)	1020
(b) Packaged Rapid Hardening Mortar or Concrete	1018
(c) Concrete Curing Materials	1022.02
(d) Fibers	(Note 3)

Note 1: The latex admixture shall be a uniform, homogeneous, non-toxic, film-forming, polymeric emulsion in water to which all stabilizers have been added at the point of manufacture. The latex admixture shall not contain any chlorides and shall contain 46 to 49 percent solids.

The Contractor shall submit a manufacturer's certification that the latex emulsion meets the requirements of FHWA Research Report RD-78-35, Chapter VI. The certificate shall include the date of manufacture of the latex admixture, batch or lot number, quantity represented, manufacturer's name, and the location of the manufacturing plant. The latex emulsion shall be sampled and tested in accordance with RD-78-35, Chapter VII, Certification Program.

The latex admixture shall be packaged and stored in containers and storage facilities which will protect the material from freezing and from temperatures above 85°F (30°C). Additionally, the material shall not be stored in direct sunlight and shall be shaded when stored outside of buildings during moderate temperatures.

Note 2: Cement shall be Type I portland cement. Fine aggregate shall be natural sand and the coarse aggregate shall be crushed stone or crushed gravel. The gradation of the coarse aggregates shall be CA 13, CA 14 or CA 16.

Note 3: The fibers shall be macro-size and shall be Type II or III according to ASTM C 1116.

Macro fibers shall have a length between 0.75 and 1.75 inches (19 and 45 mm) and aspect ratio (length divided by the equivalent diameter for the fiber) between 70 and 100.

The fibers proposed for use along with the method of incorporating the fibers into the mix shall be submitted to the Department for approval prior to use.

The dosage rate of fibers shall be per the manufacturer's recommendation but in no case less than 2 lb./cu yd (1.2 kg/cu m). Dosage rates greater than 3.0 lb/cu yd (1.8 kg/cu m) shall be evaluated by field demonstration for fiber clumping, ease of placement, and ease of finishing. The field demonstration shall consist of a minimum 2 cu yd (1.5 cu m) trial batch placed in a 12 ft. x 12 ft. (3.6 m x 3.6 m) slab or other configuration approved by the Engineer. The trial batch will be verified by the Engineer according to the "Portland Cement Concrete Level III Technician" course material. Based on the trial batch, the Department has the option to reduce the dosage rate of fibers.

Mixture Design. The latex concrete shall contain the following approximate units of measure or volumes per cubic yard (cubic meter):

Type I Portland Cement	658 lb. (390 kg)
Latex Admixture	24.5 gal (121.3 L)
Coarse Aggregate	42 to 50 percent by weight (mass) of total aggregate
Water (including free moisture on the fine and coarse aggregates)	157 lb. (93.1 kg) maximum

No air entraining admixtures shall be added to the mix.

This mix design is based on a specific gravity of 2.65 for both the fine and the coarse aggregates. The mix will be adjusted by the Engineer to compensate for aggregate specific gravity and moisture.

The latex concrete shall meet the following requirements:

Slump shall be according to Article 1020.07 and 1020.12: 3 to 6 in. (75 to 150 mm)

Air Content shall be according to Article 1020.08 and 1020.12: 7 percent maximum

Water-cement ratio (considering all the nonsolids in the latex admixture as part of the total water) 0.30 to 0.40

Compressive Strength (14 days) 4000 psi (27,500 kPa) minimum

Flexural Strength (14 days) 675 psi (4,650 kPa)

Equipment: The equipment used shall be subject to the approval of the Engineer and shall meet the following requirements:

(a) Surface Preparation Equipment. Surface preparation equipment shall be according to the applicable portions of Section 1100 and the following:

(1) Sawing Equipment. Sawing equipment shall be a concrete saw capable of sawing concrete to the specified depth.

(2) Mechanical Blast Cleaning Equipment. Mechanical blast cleaning may be performed by high-pressure waterblasting or shotblasting. Mechanical blast cleaning equipment shall be capable of removing weak concrete at the surface, including the microfractured concrete surface layer remaining as a result of mechanical scarification, and shall have oil traps.

Mechanical high-pressure waterblasting equipment shall be mounted on a wheeled carriage and shall include multiple nozzles mounted on a rotating assembly, and shall be operated with a 7000 psi (48 MPa) minimum water pressure. The distance between the nozzles and the deck surface shall be kept constant and the wheels shall maintain contact with the deck surface during operation.

(3) Hand-Held Blast Cleaning Equipment. Blast cleaning using hand-held equipment may be performed by high-pressure waterblasting or abrasive blasting. Hand-held blast cleaning equipment shall have oil traps.

Hand-held high-pressure waterblasting equipment that is used in areas inaccessible to mechanical blast cleaning equipment shall have a minimum water pressure of 7000 psi (48 MPa).

(4) Mechanical Scarifying Equipment. Scarifying equipment shall be a power-operated, mechanical scarifier capable of uniformly scarifying or removing the old concrete surface and new patches to the depths required in a satisfactory manner. Other types of removal devices may be used if their operation is suitable and they can be demonstrated to the satisfaction of the Engineer.

(5) Hydro-Scarification Equipment. The hydro-scarification equipment shall consist of filtering and pumping units operating with a computerized, self-propelled robotic machine with gauges and settings that can be easily verified. The equipment shall use water according to Section 1002. The equipment shall be capable of removing in a single pass, sound concrete to the specified depth, and operating at a 16,000 psi (110 MPa) minimum water pressure with a 55 gal/min (208 L/min) minimum water flow rate.

- (6) Vacuum Cleanup Equipment. The equipment shall be equipped with fugitive dust control devices capable of removing wet debris and water all in the same pass. Vacuum equipment shall also be capable of washing the deck with pressurized water prior to the vacuum operation to dislodge all debris and slurry from the deck surface.
- (7) Power-Driven Hand Tools. Power-driven hand tools will be permitted including jackhammers lighter than the nominal 45 lb. (20 kg) class. Jackhammers or chipping hammers shall not be operated at an angle in excess of 45 degrees measured from the surface of the slab.
- (b) Pull-off Test Equipment. Equipment used to perform pull-off testing shall be either approved by the Engineer, or obtained from one of the following approved sources:
- |  |  |
|--|--|
| James Equipment<br>007 Bond Tester<br>800-426-6500 | Germann Instruments, Inc.<br>BOND-TEST Pull-off System<br>847-329-9999 |
|--|--|
- SDS Company  
DYNA Pull-off Tester  
805-238-3229
- Pull-off test equipment shall include all miscellaneous equipment and materials to perform the test and clean the equipment, as indicated in the Illinois Test procedure 304 and 305 "Pull-off Test (Surface or Overlay Method)". Prior to the start of testing, the Contractor shall submit to the Engineer a technical data sheet and material safety data sheet for the epoxy used to perform the testing. For solvents used to clean the equipment, a material safety data sheet shall be submitted.
- (c) Concrete Equipment: A mobile Portland cement concrete plant shall be used for Latex Concrete and shall be according to Articles 1020.12, 1103.04 and the following:
- (1) The device for proportioning water shall be accurate within one percent.
  - (2) The mixer shall be a self-contained, mobile, continuous mixer used in conjunction with volumetric proportioning.
  - (3) The mixer shall be calibrated prior to every placement of material or as directed by the Engineer.
- (d) Finishing Equipment. Finishing equipment shall be according to Article 503.03.
- (e) Mechanical Fogging Equipment. Mechanical fogging equipment shall be according to 503.03.

Construction Requirements: Sidewalks, curbs, drains, reinforcement and/or existing transverse and longitudinal joints which are to remain in place shall be protected from damage during scarification and cleaning operations. All damage caused by the Contractor shall be corrected, at the Contractor's expense, to the satisfaction of the Engineer.

The Contractor shall control the runoff water generated by the various construction activities in such a manner as to minimize, to the maximum extent practicable, the discharge of untreated effluent into adjacent waters, and shall properly dispose of the solids generated according to Article 202.03. The Contractor shall submit a water management plan to the Engineer specifying the control measures to be used. The control measures shall be in place prior to the start of runoff water generating activities. Runoff water shall not be allowed to constitute a hazard to adjacent or underlying roadways, waterways, drainage areas or railroads nor be allowed to erode existing slopes.

(a) Deck Preparation:

- (1) Bridge Deck Scarification. The scarification work shall consist of removing the designated concrete deck surface using mechanical and hydro-scarifying equipment as specified. The areas designated shall be scarified to the depth specified on the plans. The depth specified shall be measured from the existing concrete deck surface to the top of peaks remaining after scarification. In areas of the deck not accessible to the scarifying equipment, power-driven hand tools will be permitted. Power driven hand tools shall be used for removal around areas to remain in place.

The Contractor shall use mechanical scarification equipment to remove an initial depth of concrete roughening the concrete deck surface to facilitate hydro-scarification. At a minimum, the last 1/2 in. (13 mm) of removal shall be accomplished with hydro-scarification equipment. If the Contractor's use of mechanical scarifying equipment results in exposing, snagging, or dislodging the top mat of reinforcing steel, the mechanical scarifying depth shall be reduced as necessary immediately. If the exposing, snagging, or dislodging the top mat of reinforcing steel cannot be avoided, the mechanical scarifying shall be stopped immediately and the remaining removal shall be accomplished using the hydro-scarification equipment. All damage to the existing reinforcement resulting from the Contractor's operation shall be repaired or replaced at the Contractor's expense as directed by the Engineer. Replacement shall include the removal of any additional concrete required to position or splice the new reinforcing steel. Undercutting of exposed reinforcement bars shall only be as required to replace or repair damaged reinforcement. Repairs to existing reinforcement shall be according to the Special Provision for "Deck Slab Repair".



Just prior to performing hydro-scarification, the deck shall be sounded, with unsound areas marked on the deck by the Engineer. A trial section, in an area of sound concrete, on the existing deck surface will be designated by the Engineer to calibrate the equipment settings to remove sound concrete to the required depth, in a single pass, and provide a highly roughened bondable surface. The trial section shall consist of approximately 30 sq. ft. (3 sq. m). After calibration in an area of sound concrete, the equipment shall be moved to a second trial section, as designated by the Engineer, in an area containing unsound concrete to verify the calibrated settings are sufficient to remove the unsound concrete. If the calibrated settings are insufficient to remove the unsound concrete, the equipment may be moved back to an area of sound concrete and the calibration settings verified. If the equipment cannot be calibrated to produce the required results in an area of sound concrete, it shall be removed and additional hydro-scarification equipment capable of producing the required results shall be supplied by the Contractor.

After the equipment settings are established, they shall be supplied to the Engineer. These settings include the following:

- a) Water pressure
- b) Water flow rate
- c) Nozzle type and size
- d) Nozzle travel speed
- e) Machine staging control (step/advance rate)

Hydro-scarification may begin after the calibration settings have been approved by the Engineer.

The removal depth shall be verified by the Engineer, as necessary. If sound concrete is being removed below the desired depth, the equipment shall be recalibrated.

After hydro-scarification the deck shall be thoroughly vacuum cleaned in a timely manner before the water and debris are allowed to dry and re-solidify to the deck. The uses of alternative cleaning and debris removal methods to minimize driving heavy vacuum equipment over exposed deck reinforcement may be used subject to the approval of the Engineer.

- (2) Deck Patching. After bridge deck scarification and cleaning, the Engineer will sound the scarified deck and survey the existing reinforcement condition. All remaining unsound concrete and unacceptably corroded reinforcement bars will be marked for additional removal and/or repairs as applicable. All designated repairs and reinforcement treatment shall be completed according to the Special Provision for "Deck Slab Repair" except as noted below:
- a) Partial depth removal will not be measured for payment. Any deck survey information implying partial depth repairs is for information only. Partial depth removal shall be accomplished concurrent with the hydro-scarification operation. After the hydro scarification has been performed to the satisfaction of the Engineer, areas requiring additional partial depth removal of unsound concrete will be paid for according to Article 109.04.
  - b) In areas where unsound concrete extends below the specified removal depth and hydro-scarification completely removes unsound concrete, a full-depth repair is only required when the bottom mat of reinforcement is exposed.
  - c) All full-depth patches shall be struck off to the scarified deck surface and then roughened with a suitable stiff bristled broom or wire brush to provide a rough texture designed to promote bonding of the overlay. Hand finishing of the patch surface shall be kept to a minimum to prevent overworking of the surface.
  - d) All full-depth repairs shall be completed prior to final surface preparation.
  - e) Any removal required or made below the specified depth for scarification of the bridge deck, which does not result in full-depth repair, shall be filled with the overlay material at the time of the overlay placement.
  - f) Epoxy coating, on existing reinforcement bars, damaged during hydro-scarification shall not be repaired.
  - g) Undercutting of exposed reinforcement bars shall only be as required to replace or repair damaged or corroded reinforcement.
- (3) Final Surface Preparation. Any areas determined by the Engineer to be inaccessible to scarifying equipment shall be thoroughly blast cleaned with hand-held equipment.

If spoils from the scarification operation are allowed to dry and re-solidify on the deck surface, the deck surface shall be cleaned with mechanical blast cleaning equipment.

Final surface preparation shall also include the cleaning of all dust, debris, concrete fines and other foreign substances from the deck surface including vertical faces of curbs, previously placed adjacent overlays, barrier walls up to a height of 1 in. (25 mm) above the overlay, depressions, and beneath reinforcement bars. Hand-held high-pressure waterblasting equipment shall be used for this operation.

The Department may require surface pull-off testing of areas inaccessible to scarifying equipment. Testing shall be in accordance to the Illinois Test Procedure 304 "Pull-off Test (Surface Method)". The Contractor shall provide the test equipment. The Engineer shall determine each test location, and each individual test shall have a minimum strength of 175 psi (1,207 kPa). In the case of a failing test, the Contractor shall adjust the blast cleaning method and re-clean the area. Testing will be repeated until satisfactory results are attained.

Exposed reinforcement bars shall be free of dirt, detrimental scale, paint, oil, and other foreign substances which may reduce bond with the concrete. A tight non-scaling coating of rust is not considered objectionable. Loose, scaling rust shall be removed by rubbing with burlap, wire brushing, blast cleaning or other methods approved by the Engineer. All loose reinforcement bars, as determined by the Engineer, shall be retied at the Contractor's expense.

All dust, concrete fines, debris, including water, resulting from the surface preparation shall be confined and shall be immediately and thoroughly removed from all areas of accumulation. If concrete placement does not follow immediately after the final cleaning, the area shall be carefully protected with well-anchored white polyethylene sheeting.

- (b) Pre-placement Procedure. Prior to placing the overlay, the Engineer will inspect the deck surface. All contaminated areas shall be blast cleaned again at the Contractor's expense.

Before placing the overlay, the finishing machine shall be operated over the full length of bridge segment to be overlaid to check support rails for deflection and confirm the minimum overlay thickness. All necessary adjustments shall be made and another check performed, unless otherwise directed by the Engineer.

- (c) Placement Procedure: Concrete placement shall be according to Article 503.07 and the following:

- (1) Bonding Method. The deck shall be cleaned to the satisfaction of the Engineer and shall be thoroughly wetted and maintained in a dampened condition with water for at least 12 hours before placement of the overlay. Any excess water shall be removed by compressed air or by vacuuming prior to the beginning of overlay placement. Water shall not be applied to the deck surface within one hour before or at any time during placement of the overlay.

(2) Overlay Placement. Placement of the concrete shall be according to Article 503.16.

Internal vibration will be required along edges, adjacent to bulkheads, and where the overlay thickness exceeds 3 in. (75 mm). Internal vibration along the longitudinal edges of a pour will be required with a minimum of 2 hand-held vibrators, one on each edge of the pour. Hand finishing will be required along the edges of the pour and shall be done from sidewalks, curbs or work bridges.

A construction dam or bulkhead shall be installed in case of a delay of 30 minutes or more in the concrete placement operation.

All construction joints shall be formed. When required by the Engineer the previously placed overlay shall be sawed full-depth to a straight and vertical edge before fresh concrete is placed. The Engineer will determine the extent of the removal. When longitudinal joints are not shown on the plans, the locations shall be subject to approval by the Engineer and shall not be located in the wheel paths.

The Contractor shall stencil the date of construction (month and year) and the letters LXF, for LateX with Fibers, into the overlay before it takes its final set. The stencil shall be located in a conspicuous location, as determined by the Engineer, for each stage of construction. This location shall be outside of the grooving where possible and within 3 ft. (1 m) of an abutment joint. The characters shall be 3 to 4 in. (75 mm to 100 mm) in height, 1/4 in. (5 mm) in depth and face the centerline of the roadway.

(3) Limitations of Operations:

(a) Weather Limitations. Temperature control for concrete placement shall be according to 1020.14(b). The concrete protection from low air temperatures during the curing period shall be according to Article 1020.13(d). Concrete shall not be placed when rain is expected during the working period. If night placement is required, illumination and placement procedures will be subject to the approval of the Engineer. No additional compensation will be allowed if night work is required.

(b) Other Limitations. Concrete delivery vehicles driven on the structure shall be limited to a maximum load of 6 cu. yd. (4.6 cu. m).

Mobile concrete mixers, truck mixers, concrete pumps, or other heavy equipment will not be permitted on any portion of the deck where the top reinforcing mat has been exposed. Conveyors, buggy ramps and pump piping shall be installed in a way that will not displace undercut reinforcement bars. Air compressors may be operated on the deck only if located directly over a pier and supported off undercut reinforcement bars. Compressors will not be allowed to travel over undercut reinforcement bars.

Concrete removal may proceed during final cleaning and concrete placement on adjacent portions of the deck, provided the removal does not interfere in any way with the cleaning or placement operations.

Water or contaminants from the hydro-scarification shall not be permitted in areas where the new overlay has been placed until the overlay has cured a minimum of 24 hours.

No concrete shall be removed within 6 ft. (1.8 m) of a newly-placed overlay until the concrete has obtained a minimum compressive strength of 3000 psi (20,700 kPa) or flexural strength of 600 psi (4,150 kPa).

(4) Curing.

Curing. The minimum curing time shall be 48 hours of wet cure followed by 48 hours of dry cure. The wet cure shall be according to Article 1020.13(a)(5) (Wetted Cotton Mat Method). When the cotton mats have been pre-dampened, excess water shall not be allowed to drip from the cotton mats onto the overlay during placement of the mats. After the wet cure is completed all layers of covering materials shall be removed to allow for the dry cure.

If the ambient temperature falls below 50°F (10°C) during either the wet or dry curing periods, the time below 50°F (10°C) will not be included in the 96 hour curing period. If there is sufficient rain to wet the surface of the overlay for more than one hour of the dry cure period, the wet time will not be included in the 48 hour dry cure period.

(5) Opening to Traffic.

No traffic or construction equipment will be permitted on the overlay until after the specified cure period and the concrete has obtained a minimum compressive strength of 4000 psi (27,500 kPa) or flexural strength of 675 psi (4,650 kPa) unless permitted by the Engineer.

(6) Overlay Testing. The Engineer reserves the right to conduct pull-off tests on the overlay to determine if any areas are not bonded to the underlying concrete, and at a time determined by the Engineer. The overlay will be tested according to the Illinois Test procedure 305 "Pull-off Test (Overlay Method)", and the Contractor shall provide the test equipment. Each individual test shall have a minimum strength of 150 psi (1,034 kPa). Unacceptable test results will require removal and replacement of the overlay at the Contractor's expense, and the locations will be determined by the Engineer. When removing portions of an overlay, the saw cut shall be a minimum depth of 1 in. (25 mm).

If the overlay is to remain in place, all core holes due to testing shall be filled with a rapid set mortar or concrete. Only enough water to permit placement and consolidation by rodding shall be used, and the material shall be struck-off flush with the adjacent material.

For a rapid set mortar mixture, one part packaged rapid set cement shall be combined with two parts fine aggregate, by volume; or a packaged rapid set mortar shall be used. For a rapid set concrete mixture, a packaged rapid set mortar shall be combined with coarse aggregate according to the manufacturer's instructions; or a packaged rapid set concrete shall be used. Mixing of a rapid set mortar or concrete shall be according to the manufacturer's instructions.

Method of Measurement. The area of bridge deck scarification will be measured for payment in square yards (square meters). No additional payment will be made for multiple passes of the equipment.

The concrete overlay will be measured for payment in square yards (square meters).

Additional concrete placed with the overlay, required to fill all depressions below the specified thickness will be measured for payment in cubic yards (cubic meters). The volume will be determined by subtracting the theoretical volume of the overlay from the ticketed volume of overlay delivered minus the volume estimated by the Engineer left in the last truck at the end of the overlay placement. The theoretical cubic yard (cubic meter) quantity for the overlay will be determined by multiplying the plan surface area of the overlay times the specified thickness of the overlay.

Basis of Payment. Bridge deck scarification will be paid for at the contract unit price per square yard (square meter) for BRIDGE DECK SCARIFICATION of the depth specified.

Latex concrete overlay will be paid for at the contract unit price per square yard (square meter) for BRIDGE DECK LATEX CONCRETE OVERLAY, of the thickness specified. The additional volume of overlay required to fill all depressions below the specified thickness and/or for grade adjustments will be paid for at the Contractor's actual material cost for the latex concrete per cubic yard (cubic meter) times an adjustment factor. For volumes 15 percent or less over the theoretical volume of the overlay the adjustment factor will be 1.15. For volumes greater than 15 percent the adjustment factor will be 1.25 for that volume over 15 percent of the theoretical volume of the overlay.

Areas requiring additional partial depth removal of unsound concrete after hydro-scarification will be paid for according to Article 109.04.

When the Engineer conducts pull-off tests on the existing surface or overlay and they are acceptable, Contractor expenses incurred due to testing and for filling core holes will be paid according to Article 109.04. Unacceptable pull-off tests will be at the Contractor's expense.

**STRUCTURAL REPAIR OF CONCRETE**

Effective: March 15, 2006

Revised: April 1, 2016

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 or R2 Concrete (Note 2)	
(c) Normal Weight Concrete (Notes 3 and 4)	
(d) Shotcrete (High Performance) (Notes 5 and 6)	
(e) Reinforcement Bars .....	1006.10
(f) Anchor Bolts .....	1006.09
(g) Water .....	1002
(h) Curing Compound .....	1022.01
(i) Cotton Mats .....	1022.02
(j) Protective Coat .....	1023.01
(k) Epoxy (Note 7) .....	1025
(l) Mechanical Bar Splicers .....	508.06(c)

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

Note 2. The R1 or R2 concrete shall be from the Department's approved list of Packaged, Dry, Rapid Hardening, Cementitious Materials for Concrete Repairs. The R1 or R2 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 approved list of Concrete Admixtures shall not apply.

- Note 3. The “high slump” packaged concrete mixture shall be from the Department’s approved list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. 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 approved list of Concrete Admixtures shall not apply. A maximum slump of 10 in. (250 mm) may be permitted if no segregation is observed by the Engineer in a laboratory or field evaluation.
- Note 4 The “self-consolidating concrete” packaged concrete mixture shall be from the Department’s approved list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. The cement factor shall be 6.65 cwt/cu yd (395 kg/cu m) minimum to 7.05 cwt/cu yd (418 kg/cu m) maximum. Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The “self-consolidating concrete” packaged concrete mixture shall have a water soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the “self-consolidating concrete” packaged concrete mixture shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department. The concrete mixture should be uniformly graded, and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used. The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer’s recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. The admixtures used to produce self-consolidating concrete shall be per the manufacturer’s recommendation, and the Department’s approved 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 approved list of Packaged High Performance Shotcrete, and independent laboratory test results showing the product meets Department specifications will be required. The product shall be a packaged, pre-blended, and dry combination of materials, for the wet-mix shotcrete method according to ASTM C 1480. A non-chloride accelerator may be used according to the shotcrete manufacturer's recommendations. The shotcrete shall be Type FA or CA, Grade FR, and Class I. The fibers shall be Type III synthetic according to ASTM C 1116.

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

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

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

The packaged shotcrete shall be limited to the following proportions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Construction Requirements

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

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

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

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

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

The repair depth shall be a minimum of 1 in. (25 mm). The substrate profile shall be  $\pm 1/16$  in. ( $\pm 1.5$  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.

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

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

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

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

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

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

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

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

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

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

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

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

Curing shall be done according to Article 1020.13.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## **DIAMOND GRINDING AND SURFACE TESTING BRIDGE SECTIONS**

Effective: December 6, 2004

Revised: March 29, 2017

Description. This work shall consist of diamond grinding and surface testing bridge sections.

A bridge section shall consist of the bridge deck plus the bridge approach pavement and connector pavement on each side of the bridge.

Equipment. Equipment shall be according to the following.

- (a) Diamond Grinder. The diamond grinder shall be a self-propelled planing machine specifically designed for diamond saw grinding. It shall be capable of accurately establishing the profile grade and controlling the grinding cross slope. It shall also have an effective means for removing excess material and slurry from the surface and for preventing dust from escaping into the air. The removal of slurry shall be continuous throughout the grinding operation. The slurry shall be disposed of according to Article 202.03.

The grinding head shall be a minimum of 4 ft. (1.2 m) wide and the diamond saw blades shall be gang mounted on the grinding head at a rate of 50 to 60 blades / ft. (164 to 197 blades/m).

- (b) Surface Testing Equipment. Required surface testing and analysis equipment and their jobsite transportation shall be provided by the Contractor. The Profile Testing Device shall be according to Article 1101.10(b) except the trace analysis shall be based on traces from bridge sections.

## **CONSTRUCTION REQUIREMENTS**

General. After all components have been properly cured, the bridge section shall be ground over its entire length and over a width that extends to within 2 ft. (600 mm) of the curbs or parapets. Grinding shall be done separately before any saw cut grooving, and no concurrent combination of the two operations will be permitted. Whenever possible, each subsequent longitudinal grinding pass shall progress down the cross slope from high to low. The maximum thickness removed shall be 1/4 inch (6 mm); however, when the bridge deck thickness noted on the plans can be maintained, as a minimum, additional removal thickness may be permitted.

The grinding process shall produce a pavement surface that is true in grade and uniform in appearance with longitudinal line-type texture. The line-type texture shall contain corrugations parallel to the outside pavement edge and present a narrow ridge corduroy type appearance. The peaks of the ridges shall be 1/8-inch +/- 1/16-inch (3 mm +/- 1.5 mm) higher than the bottom of the grinding with evenly spaced ridges.

It shall be the contractor's responsibility to select the actual number of blades per foot (meter) to be used to provide the proper surface finish for the aggregate type and concrete present on the project within the limits specified above.

The vertical difference between longitudinal passes shall be 1/8 inch (3 mm) maximum. The grinding at the ends of the bridge section shall be diminished uniformly at a rate of 1:240 over the connector pavements.

Grinding shall be continuous through all joints. All expansion joints and bridge components under the joints shall be protected from damage or contact with the grinding slurry.

Surface Testing. The diamond ground bridge section shall be surface tested in the presence of the Engineer prior to opening to traffic.

A copy of the approval letter and recorded settings from the Profile Equipment Verification (PEV) Program shall be submitted to the Engineer prior to testing.

All objects and debris shall be removed from the bridge section surface prior to testing. During surface testing, joint openings may be temporarily filled with material approved by the Engineer.

Profiles shall be taken in the wheel paths of each lane, 3 ft. (1 m) from, and parallel to, the planned lane lines. A guide shall be used to maintain the required distance.

The profile trace shall have stationing indicated every 500 ft. (150 m) at a minimum. Both ends of the profile trace shall be labeled with the following information: contract number, beginning and ending stationing, which direction is up on the trace, which direction the data was taken, and the device operator name(s). The top portion of the Profile Report for Bridge Deck Smoothness (Attachment 1) shall be completed and the form secured around the trace roll.

Trace Reduction and Bump Locating Procedure. All traces shall be reduced. Traces produced by a mechanical recorder shall be reduced using an electronic scanner and computer software. This software shall calculate the profile index in inch/mile (mm/km) and indicate any bumps in excess of 0.30 inch (8 mm) with a line intersecting the profile on the printout. Computerized recorders shall provide the same information.

The average profile index and locations with deviations exceeding the 0.30 inch (8 mm) limit shall be recorded on the Profile Report for Bridge Deck Smoothness.

All traces and reports shall be provided to the Engineer within two working days of completing the testing. Traces from either a computerized profile testing device or analysis software used with a manual profile testing device shall display the settings used for the data reduction. The Engineer will compare these settings with the approved settings from the PEV Program. If the settings do not match, the results will be rejected and the section shall be retested/reanalyzed with the appropriate settings.

Corrective Actions. Within the bridge section, all deviations in excess of 0.30 inch (8 mm) in a length of 25 ft. (8 m) or less shall be corrected regardless of the profile index value. Correction of deviations shall not result in the deck thickness being less than the minimum.

Any lane within a bridge section having an average profile index greater than 25.0 inch/mile (400 mm/km), including bumps, shall be corrected to reduce the profile index to 25.0 inch/mile (400 mm/km) or less. Profile corrections shall not result in the deck thickness being less than the minimum.

Where corrective work is performed, the bridge section shall be retested to verify that corrections have produced a profile index of 25.0 inch/mile (400 mm/km) or less for each lane. The Contractor shall furnish the profile tracing(s) and the completed form(s) to the Engineer within two working days after any corrections are made.

Corrective actions shall be performed at no additional cost to the department.

The Engineer may perform profile testing on the surface at any time for monitoring and comparison purposes.

Method of Measurement. This work will be measured for payment in place and the area computed in square yards (square meters) of diamond grinding performed.

Basis of Payment. This work will be paid for at the contract unit price per square yard (square meter) for DIAMOND GRINDING (BRIDGE SECTION).

### Instructions for Completing Profile Report for Bridge Deck Smoothness

This form shall be prepared and submitted, along with the profile trace, to the Engineer.

#### Type of Report:

Initial - Testing of bridge section prior to any corrective action.

Intermediate - After some corrective action has been completed.

Final - After all corrective action has been completed.

#### Other Information:

Structure Numer. - Numerical identification of the bridge.

Traffic Direction - NB, SB, EB and WB depending on the traffic flow of the numbered route.

Lane Description - DL (driving lane), CL (center lane), or PL (passing Lane).

Operator - Printed name of the Contractor personnel operating the profiler.

Engineer - Printed name of Department representative witnessing data collection.

Bump locations are listed by station for each track (wheel path).

Please send completed copies to:

[DOT.BR.Smoothness.Testing@illinois.gov](mailto:DOT.BR.Smoothness.Testing@illinois.gov)





## **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).**

**BRIDGE DECK GROOVING (LONGITUDINAL)**

Effective: December 29, 2014

Revised: March 29, 2017

Revise Article 503.16(a)(3)b. to read as follows.

b. Saw Cut Grooving. The grooving operation shall not be started until after the expiration of the required curing or protection period and after correcting excessive variations by grinding or cutting has been completed.

The grooves shall be cut into the hardened concrete, parallel to the centerline of the roadway, using a mechanical saw device equipped with diamond blades that will leave grooves 1/8 in. wide and 3/16 in. ± 1/16 in. deep (3 mm wide and 5 mm ± 1.5 mm deep), with a uniform spacing of 3/4 in. ± 1/16 in. (20 mm ± 1.5 mm) centers. The grooving shall typically extend the full width of the traffic lanes and terminate at the edge of the traffic lane or shoulder. If the bridge has a variable width traffic lane, the grooving shall remain parallel to the centerline of the main roadway. Any staggering of the groove terminations to accommodate the variable width shall be within the shoulders. Grooves shall not be cut closer than 3 inches (75 mm) nor further than 6 inches (150 mm) from any construction joint running parallel to the grooving. In addition, grooves shall not be cut within 6 in. ± 1 in. (150 mm ± 25 mm) from deck drains and expansion joints.

The grooving machine shall contain diamond blades mounted on a multi-blade arbor on a self-propelled machine built for grooving hardened concrete surfaces. The grooving machine shall have a depth control device that detects variations in the deck surface and adjusts the cutting head height to maintain a specified depth of groove. The grooving machine shall have a guide device to control multi-pass alignment.

The removal of slurry shall be continuous throughout the grooving operations. The grooving equipment shall be equipped with vacuum slurry pickup equipment which shall continuously pick up water and sawing dust, and pump the slurry to a collection tank. The slurry shall be disposed of offsite according to Article 202.03.

Cleanup shall be continuous throughout the grooving operation. All grooved areas of the deck shall be flushed with water as soon as possible to remove any slurry material not collected by the vacuum pickup. Flushing shall be continued until all surfaces are clean.

**Method of Measurement.** This work shall be measured for payment according to Article 503.21(b) except no measurement will be made for any grooving of the shoulders to accommodate a variable width traffic lane.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard (square meter) for BRIDGE DECK GROOVING (LONGITUDINAL).



**BUTT JOINTS (BDE)**

Effective: July 1, 2016

Add the following to Article 406.08 of the Standard Specifications.

“(c) Temporary Plastic Ramps. Temporary plastic ramps shall be made of high density polyethylene meeting the properties listed below. Temporary plastic ramps shall only be used on roadways with permanent posted speeds of 55 mph or less. The ramps shall have a minimum taper rate of 1:30 (V:H). The leading edge of the plastic ramp shall have a maximum thickness of 1/4 in. (6 mm) and the trailing edge shall match the height of the adjacent pavement ± 1/4 in. (± 6 mm).

The ramp will be accepted by certification. The Contractor shall furnish a certification from the manufacturer stating the temporary plastic ramp meets the following requirements.

Physical Property	Test Method	Requirement
Melt Index	ASTM D 1238	8.2 g/10 minutes
Density	ASTM D 1505	0.965 g/cc
Tensile Strength @ Break	ASTM D 638	2223 psi (15 MPa)
Tensile Strength @ Yield	ASTM D 638	4110 psi (28 MPa)
Elongation @ Yield <sup>1/</sup> , percent	ASTM D 638	7.3 min.
Durometer Hardness, Shore D	ASTM D 2240	65
Heat Deflection Temperature, 66 psi	ASTM D 648	176 °F (80 °C)
Low Temperature Brittleness, F <sub>50</sub>	ASTM D 746	<-105 °F (<-76 °C)

1/ Crosshead speed -2 in./minute

The temporary plastic ramps shall be installed according to the manufacturer’s specifications and fastened with anchors meeting the manufacturer’s recommendations. Temporary plastic ramps that fail to stay in place or create a traffic hazard shall be replaced immediately with temporary HMA ramps at the Contractor’s expense.”

**COMPENSABLE DELAY COSTS (BDE)**

Effective: June 2, 2017

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 working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

$$\text{ETCP Adjustment (\$)} = \text{TE} \times (\% / 100 \times \text{CUP} / \text{OCT})$$

Extended Traffic Control occurs between December 1 and March 31:

$$\text{ETCP Adjustment (\$)} = \text{TE} \times 1.5 (\% / 100 \times \text{CUP} / \text{OCT})$$

Where: TE = Duration of approved time extension in calendar days.  
 % = Percent maintenance for the traffic control, % (see table below).  
 CUP = Contract unit price for the traffic control pay item in place during the delay.  
 OCT = Original contract time in calendar days.

Original Contract Amount	Percent Maintenance
Up to \$2,000,000	65%
\$2,000,000 to \$10,000,000	75%
\$10,000,000 to \$20,000,000	85%
Over \$20,000,000	90%

When an ETCP 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."

**CONCRETE MIX DESIGN – DEPARTMENT PROVIDED (BDE)**

Effective: January 1, 2012

Revised: April 1, 2016

For the concrete mix design requirements in Article 1020.05(a) of the Standard Specifications, the Contractor has the option to request the Engineer determine mix design material proportions for Class PV, PP, RR, BS, DS, SC, and SI concrete. A single mix design for each class of concrete will be provided. Acceptance by the Contractor to use the mix design developed by the Engineer shall not relieve the Contractor from meeting specification requirements.

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: July 2, 2016

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 0.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

BIDDING PROCEDURES. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
  - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures herein.
  - (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to **DOT.DBE.UP@illinois.gov** or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service when the Utilization Plan is received by the Department. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation  
Bureau of Small Business Enterprises  
Contract Compliance Section  
2300 South Dirksen Parkway, Room 319  
Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, 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. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The names and addresses of DBE firms that will participate in the contract;
  - (2) A description, including pay item numbers, of the work each DBE will perform;
  - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;



- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

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

- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

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

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

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



### **EQUIPMENT PARKING AND STORAGE (BDE)**

Effective: November 1, 2017

Replace the first paragraph of Article 701.11 of the Standard Specifications with the following.

**“701.11 Equipment Parking and Storage.** During working hours, all vehicles and/or nonoperating equipment which are parked, two hours or less, shall be parked at least 8 ft (2.5 m) from the open traffic lane. For other periods of time during working and for all nonworking hours, all vehicles, materials, and equipment shall be parked or stored as follows.

- (a) When the project has adequate right-of-way, vehicles, materials, and equipment shall be located a minimum of 30 ft (9 m) from the pavement.
- (b) When adequate right-of-way does not exist, vehicles, materials, and equipment shall be located a minimum of 15 ft (4.5 m) from the edge of any pavement open to traffic.
- (c) Behind temporary concrete barrier, vehicles, materials, and equipment shall be located a minimum of 24 in. (600 mm) behind free standing barrier or a minimum of 6 in. (150 mm) behind barrier that is either pinned or restrained according to Article 704.04. The 24 in. or 6 in. measurement shall be from the base of the non-traffic side of the barrier.
- (d) Behind other man-made or natural barriers meeting the approval of the Engineer.”

### **GROOVING FOR RECESSED PAVEMENT MARKINGS (BDE)**

Effective: November 1, 2012

Revised: November 1, 2017

Description. This work shall consist of grooving the pavement surface in preparation for the application of recessed pavement markings.

Equipment. Equipment shall be according to the following.

- (a) Preformed Plastic Pavement Marking Installations. The grooving equipment shall have a free-floating saw blade cutting head equipped with gang-stacked diamond saw blades. The diamond saw blades shall be of uniform wear and shall produce a smooth textured surface. Any ridges in the groove shall have a maximum height of 15 mils (0.38 mm).
- (b) Liquid and Thermoplastic Pavement Marking Installations. The grooving equipment shall be equipped with either a free-floating saw blade cutting head or a free-floating grinder cutting head configuration with diamond or carbide tipped cutters and shall produce an irregular textured surface.

### CONSTRUCTION REQUIREMENTS

General. The Contractor shall supply the Engineer with a copy of the pavement marking material manufacturer's recommendations for constructing a groove.

Pavement Grooving Methods. The grooves for recessed pavement markings shall be constructed using the following methods.

- (a) Wet Cutting Head Operation. When water is required or used to cool the cutting head, the groove shall be flushed with high pressure water immediately following the cut to avoid build up and hardening of slurry in the groove. The pavement surface shall be allowed to dry for a minimum of 24 hours prior to the final cleaning of the groove and application of the pavement marking material.
- (b) Dry Cutting Head Operation. When used on HMA pavements, the groove shall be vacuumed or cleaned by blasting with high-pressure air to remove loose aggregate, debris, and dust generated during the cutting operation. When used on PCC pavements, the groove shall be flushed with high pressure water or shot blasted to remove any PCC particles that may have become destabilized during the grooving process. If high pressure water is used, the pavement surface shall be allowed to dry for a minimum of 24 hours prior to the final cleaning of the groove and application of the pavement marking material.

Pavement Grooving. Grooving shall not cause ravel, aggregate fractures, spalling or disturbance of the joints to the underlying surface of the pavement. Grooves shall be cut into the pavement prior to the application of the pavement marking material. Grooves shall be cut such that the width is 1 in. (25 mm) greater than the width of the pavement marking line as specified on the plans. Grooves for letters and symbols shall be cut in a square or rectangular shape so that the entire marking will fit within the limits of the grooved area. The position of the edge of the grooves shall be a minimum of 2 in. (50 mm) from the edge of all longitudinal joints. The depth of the groove shall not be less than the manufacturer's recommendations for the pavement marking material specified, but shall be installed to a minimum depth of 110 mils (2.79 mm) and a maximum depth of 200 mils (5.08 mm) for pavement marking tapes thermoplastic markings and a minimum depth of 40 mils (1.02 mm) and a maximum depth of 80 mils (2.03 mm) for liquid markings. The cutting head shall be operated at the appropriate speed in order to prevent undulation of the cutting head and grooving at an inconsistent depth.

At the start of grooving operations, a 50 ft (16.7 m) test section shall be installed and depth measurements shall be made at 10 ft (3.3 m) intervals within the test section. The individual depth measurements shall be within the allowable ranges according to this Article. If it is determined the test section has not been grooved at the appropriate depth or texture, adjustments shall be made to the cutting head and another 50 ft (16.7 m) test section shall be installed and checked. This process shall continue until the test section meets the requirements of this Article.

For new HMA pavements, grooves shall not be installed within 10 days of the placement of the final course of pavement.

Final Cleaning. Immediately prior to the application of the pavement marking material or primer sealer, the groove shall be cleaned with high-pressure air blast.

Method of Measurement. This work will be measured for payment in place, in feet (meter) for the groove width specified.

Grooving for letter, numbers and symbols will be measured in square feet (square meters).

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for GROOVING FOR RECESSED PAVEMENT MARKING of the groove width specified, and per square foot (square meter) for GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS.

The following shall only apply when preformed plastic pavement markings are to be recessed:

Add the following paragraph after the first paragraph of Article 780.07 of the Standard Specifications.

“The markings shall be capable of being applied in a grooved slot on new and existing portland cement concrete and HMA surfaces, by means of a pressure-sensitive, precoated adhesive, or liquid contact cement which shall be applied at the time of installation. A primer sealer shall be applied with a roller and shall cover and seal the entire bottom of the groove. The primer sealer shall be recommended by the manufacturer of the pavement marking material and shall be compatible with the material being used. The Contractor shall install the markings in the groove as soon as possible after the primer sealer cures according to the manufacturer’s recommendations. The markings placed in the groove shall be rolled and tamped into the groove with a roller or tamper cart cut to fit the groove and loaded with or weighing at least 200 lb (90kg). Vehicle tires shall not be used for tamping. The Contractor shall roll and tamp the material with a minimum of 6 passes to prevent easy removal or peeling.”

#### **HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)**

Effective: January 1, 2010

Revised: April 1, 2016

Description. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

“Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.

b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location.”

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

“Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 – 97.4% <sup>1/</sup>	91.0%
IL-9.5	Ndesign = 90	92.0 – 96.0%	90.0%
IL-9.5,IL-9.5L	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0	Ndesign = 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L	Ndesign < 90	93.0 <sup>2/</sup> – 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%”

**HOT-MIX ASPHALT – TACK COAT (BDE)**

Effective: November 1, 2016

Revise Article 1032.06(a) of the Standard Specifications to read:

“(a) Anionic Emulsified Asphalt. Anionic emulsified asphalts shall be according to AASHTO M 140. SS-1h emulsions used as a tack coat shall have the cement mixing test waived.”

**LIGHTS ON BARRICADES (BDE)**

Effective: January 1, 2018

Revise Article 701.16 of the Standard Specifications to read:

**“701.16 Lights.** Lights shall be used on devices as required in the plans, the traffic control plan, and the following table.

Circumstance	Lights Required
Daylight operations	None
First two warning signs on each approach to the work involving a nighttime lane closure and “ROUGH GROOVED SURFACE” (W8-I107) signs	Flashing mono-directional lights
Devices delineating isolated obstacles, excavations, or hazards at night (Does not apply to patching)	Flashing bi-directional lights
Devices delineating obstacles, excavations, or hazards exceeding 100 ft (30 m) in length at night (Does not apply to widening)	Steady burn bi-directional lights
Channelizing devices for nighttime lane closures on two-lane roads	None
Channelizing devices for nighttime lane closures on multi-lane roads	None
Channelizing devices for nighttime lane closures on multi-lane roads separating opposing directions of traffic	None
Channelizing devices for nighttime along lane shifts on multilane roads	Steady burn mono-directional lights
Channelizing devices for night time along lane shifts on two lane roads	Steady burn bi-directional lights
Devices in nighttime lane closure tapers on Standards 701316 and 701321	Steady burn bi-directional lights
Devices in nighttime lane closure tapers	Steady burn mono-directional lights
Devices delineating a widening trench	None
Devices delineating patches at night on roadways with an ADT less than 25,000	None
Devices delineating patches at night on roadways with an ADT of 25,000 or more	None

Batteries for the lights shall be replaced on a group basis at such times as may be specified by the Engineer.”

Delete the fourth sentence of the first paragraph of Article 701.17(c)(2) of the Standard Specifications.

Revise the first paragraph of Article 603.07 of the Standard Specifications to read:

**“603.07 Protection Under Traffic.** After the casting has been adjusted and Class SI concrete has been placed, the work shall be protected by a barricade for at least 72 hours.”

**PAVEMENT MARKING BLACKOUT TAPE (BDE)**

Effective: November 1, 2014

Revised: April 1, 2016

Revise the fourth paragraph of Article 701.04 of the Standard Specifications to read:

“The traffic control shall remain in place only as long as needed and shall be removed when directed by the Engineer. Signs that do not apply to current conditions shall be removed, covered, or turned from the view of motorists. All existing pavement markings which conflict with the revised traffic pattern shall be removed according to Section 783 or when specified, temporarily covered with pavement marking blackout tape. The width of blackout tape shall be at least 1 in. (25 mm) wider than the width of the pavement marking being covered. The removing or covering of existing markings shall be scheduled immediately to facilitate the revised traffic pattern. If darkness or inclement weather prohibits the removal or covering operations, such operations shall be resumed the next morning or when weather permits.”

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

“(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05. Temporary covering of existing pavement markings with blackout tape will be measured for payment in feet (meters) in place. Removal of blackout tape will be measured for payment in square feet (square meters).”

Revise Article 701.20(j) of the Standard Specifications to read:

“(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06. Temporary covering of existing pavement markings with blackout tape will be paid for at the contract unit price per foot for PAVEMENT MARKING BLACKOUT TAPE, of the line width specified.” Removal of blackout tape will be paid for as short term pavement marking removal according to Article 703.07.”

Revise the first two paragraphs of Article 1095.06 of the Standard Specifications to read:

“**1095.06 Pavement Marking Tape.** White or yellow marking tape shall consist of glass spheres of high optical quality embedded into a binder on a suitable 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. Blackout marking tape shall be a Type III tape consisting of a matte black, non-reflective, patterned surface that is precoated with a pressure sensitive adhesive. The surface of the blackout pavement marking tape shall provide a minimum skid resistance value of 45 BPN when tested according to ASTM E 303-74.

The material shall be white, yellow, or matte black as specified. White and yellow colors shall conform closely to Federal color tolerances for pavement marking paint.”

Revise the second table of Article 1095.06 to read:

“Test	Type I		Type III		
	White	Yellow	White	Yellow	Blackout
Initial Thickness, mils (mm)	20 (0.51)	20 (0.51)	20 (0.51)	20 (0.51)	65 (1.65) <sup>1/</sup> 10 (0.25) <sup>2/</sup>
Durability (cycles)	5,000	5,000	1,500	1,500	1,500

Notes:

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

**PAVEMENT MARKING REMOVAL (BDE)**

Effective: July 1, 2016

Revise Article 783.02 of the Standard Specifications to read:

“**783.02 Equipment.** Equipment shall be according to the following.

Item	Article/Section
(a) Grinders (Note 1)	
(b) Water Blaster with Vacuum Recovery .....	1101.12

Note 1. Grinding equipment shall be approved by the Engineer.”

Revise the first paragraph of Article 783.03 of the Standard Specifications to read:

“**783.03 Removal of Conflicting Markings.** Existing pavement markings that conflict with revised traffic patterns shall be removed. If darkness or inclement weather prohibits the removal operations, such operations shall be resumed the next morning or when weather permits. In the event of removal equipment failure, such equipment shall be repaired, replaced, or leased so removal operations can be resumed within 24 hours.”

Revise the first and second sentences of the first paragraph of Article 783.03(a) of the Standard Specifications to read:

“The existing pavement markings shall be removed by the method specified and in a manner that does not materially damage the surface or texture of the pavement or surfacing. Small particles of tightly adhering existing markings may remain in place, if in the opinion of the Engineer, complete removal of the small particles will result in pavement surface damage.”

Revise the first paragraph of Article 783.04 of the Standard Specifications to read:

**“783.04 Cleaning.** The roadway surface shall be cleaned of debris or any other deleterious material by the use of compressed air or water blast.”

Revise the first paragraph of Article 783.06 of the Standard Specifications to read:

**“783.06 Basis of Payment.** This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER REMOVAL, or at the contract unit price per square foot (square meter) for PAVEMENT MARKING REMOVAL – GRINDING and/or PAVEMENT MARKING REMOVAL – WATER BLASTING.”

Delete Article 1101.13 from the Standard Specifications.

### **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: November 2, 2017

Add the following to the end of the fourth paragraph of Article 109.11 of the Standard Specifications:

“If reasonable cause is asserted, written notice shall be provided to the applicable subcontractor and/or material supplier and the Engineer within five days of the Contractor receiving payment. The written notice shall identify the contract number, the subcontract or material purchase agreement, a detailed reason for refusal, the value of payment being withheld, and the specific remedial actions required of the subcontractor and/or material supplier so that payment can be made.”



**PORTLAND CEMENT CONCRETE (BDE)**

Effective: November 1, 2017

Revise the Air Content % of Class PP Concrete in Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

"TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA		
Class of Conc.	Use	Air Content %
PP	Pavement Patching Bridge Deck Patching (10)	4.0 - 8.0"
	PP-1	
	PP-2	
	PP-3	
	PP-4	
	PP-5	

Revise Note (4) at the end of Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

“(4) For all classes of concrete, the maximum slump may be increased to 7 in (175 mm) when a high range water-reducing admixture is used. For Class SC, the maximum slump may be increased to 8 in. (200 mm). For Class PS, the maximum slump may be increased to 8 1/2 in. (215 mm) if the high range water-reducing admixture is the polycarboxylate type.”

**PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

- “(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics’ Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department’s Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department’s obligation to pay the Contractor, the Contractor’s obligation to pay the subcontractor, and the Contractor’s or subcontractor’s total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

**RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)**

Effective: November 1, 2012

Revise: January 1, 2018

Revise Section 1031 of the Standard Specifications to read:

**“SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES**

**1031.01 Description.** Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Central Bureau of Materials Policy Memorandum, “Reclaimed Asphalt Shingle (RAS) Sources”, by weight of RAS. All RAS used shall come from a Central Bureau of Materials approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
  - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
  - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

**1031.02 Stockpiles.** RAP and RAS stockpiles shall be according to the following.

(a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District provide documentation on the quality of the RAP to clarify the appropriate stockpile.

(1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix into which the FRAP will be incorporated.

Mixture FRAP will be used in:	Sieve Size that 100 % of FRAP Shall Pass
IL-19.0	1 1/2 in. (40 mm)
IL-9.5	3/4 in. (20 mm)
IL-4.75	1/2 in. (13 mm)

(2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogeneous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.

(3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.

- (4) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as “Non-Quality”.

RAP/FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise specified by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be “B Quality” or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type, and lot number shall be maintained by project contract number and kept for a minimum of three years.

**1031.03 Testing.** RAP/FRAP and RAS testing shall be according to the following.

- (a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

(1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

(2) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Each sample shall be split to obtain two equal samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

- (b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a  $\leq 1000$  ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

Before testing, each sample shall be split to obtain two test samples. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall perform a washed extraction and test for unacceptable materials on the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

**1031.04 Evaluation of Tests.** Evaluation of test results shall be according to the following.

- (a) Evaluation of RAP/FRAP Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation, and when applicable  $G_{mm}$ . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous/ Conglomerate
1 in. (25 mm)	
1/2 in. (12.5 mm)	$\pm 8 \%$
No. 4 (4.75 mm)	$\pm 6 \%$
No. 8 (2.36 mm)	$\pm 5 \%$
No. 16 (1.18 mm)	
No. 30 (600 $\mu$ m)	$\pm 5 \%$
No. 200 (75 $\mu$ m)	$\pm 2.0 \%$
Asphalt Binder	$\pm 0.4 \%$ <sup>1/</sup>
$G_{mm}$	$\pm 0.03$

1/ The tolerance for FRAP shall be  $\pm 0.3 \%$ .

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the ITP, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

- (b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 µm)	± 4 %
No. 200 (75 µm)	± 2.0 %
Asphalt Binder Content	± 1.5 %

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

**1031.05 Quality Designation of Aggregate in RAP/FRAP.**

- (a) RAP. The aggregate quality of the RAP for homogeneous and conglomerate stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
  - (2) RAP from Class I binder, Superpave/HMA (High ESAL) binder, or (Low ESAL) IL-19.0L binder mixtures are designated as containing Class C quality coarse aggregate.

- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Central Bureau of Materials Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

**1031.06 Use of RAP/FRAP and/or RAS in HMA.** The use of RAP/FRAP and/or RAS shall be the Contractor's option when constructing HMA in all contracts.

- (a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.

- (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, or conglomerate.
- (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given Ndesign.



- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.
  - (1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

**RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage**

HMA Mixtures <i>1/, 2/</i>	RAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
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). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

- (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 FRAP/RAS table listed below for the given Ndesign.

**FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage**

HMA Mixtures <i>1/, 2/</i>	FRAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified <sup>3/, 4/</sup>
30	50	40	10
50	40	35	10
70	40	30	10
90	40	30	10

- 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). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.
- 4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

**1031.07 HMA Mix Designs.** At the Contractor’s option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS mix designs shall be submitted for verification. If additional RAP/FRAP and/or RAS stockpiles are tested and found that no more than 20 percent of the results, as defined under “Testing” herein, are outside of the control tolerances set for the original RAP/FRAP and/or RAS stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP and/or RAS stockpiles may be used in the original mix design at the percent previously verified.

(b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design.

The RAP, FRAP, and RAS stone bulk specific gravities ( $G_{sb}$ ) shall be according to the "Determination of Aggregate Bulk (Dry) Specific Gravity ( $G_{sb}$ ) of Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)" procedure in the Department's Manual of Test Procedures for Materials.

**1031.08 HMA Production.** HMA production utilizing RAP/FRAP and/or RAS shall be as follows.

(a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material.

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

(b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within  $\pm 0.5$  percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

(c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
  - g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
  - h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)
- (2) Batch Plants.
- a. Date, month, year, and time to the nearest minute for each print.
  - b. HMA mix number assigned by the Department.
  - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
  - d. Mineral filler weight to the nearest pound (kilogram).
  - e. RAP/FRAP/RAS weight to the nearest pound (kilogram).
  - f. Virgin asphalt binder weight to the nearest pound (kilogram).
  - g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

**1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B.**

The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders, Type B shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

**SPEED DISPLAY TRAILER (BDE)**

Effective: April 2, 2014

Revised: January 1, 2017

Revise the third paragraph of Article 701.11 of the Standard Specifications to read:

“When not being utilized to inform and direct traffic, sign trailers, speed display trailers, arrow boards, and portable changeable message boards shall be treated as nonoperating equipment.”

Add the following to Article 701.15 of the Standard Specifications:

“(m) Speed Display Trailer. A speed display trailer is used to enhance safety of the traveling public and workers in work zones by alerting drivers of their speed, thus deterring them from driving above the posted work zone speed limit.”

Add the following to Article 701.20 of the Standard Specifications:

“(k) When speed display trailers are shown on the Standard, this work will not be paid for separately but shall be considered as included in the cost of the Standard.

For all other speed display trailers, this work will be paid for at the contract unit price per calendar month or fraction thereof for each trailer as SPEED DISPLAY TRAILER.”

Add the following to Article 1106.02 of the Standard Specifications:

“(o) Speed Display Trailer. The speed display trailer shall consist of a LED speed indicator display with self-contained, one-direction radar mounted on an orange see-through trailer. The height of the display and radar shall be such that it will function and be visible when located behind concrete barrier.

The speed measurement shall be by radar and provide a minimum detection distance of 1000 ft (300 m). The radar shall have an accuracy of  $\pm 1$  mile per hour.

The speed indicator display shall face approaching traffic and shall have a sign legend of “YOUR SPEED” immediately above or below the speed display. The sign letters shall be between 5 and 8 in. (125 and 200 mm) in height. The digital speed display shall show two digits (00 to 99) in mph. The color of the changeable message legend shall be a yellow legend on a black background. The minimum height of the numerals shall be 18 in. (450 mm), and the nominal legibility distance shall be at least 750 ft (250 m).

The speed indicator display shall be equipped with a violation alert that flashes the displayed detected speed when the work zone posted speed limit is exceeded. The speed indicator shall have a maximum speed cutoff. On roadway facilities with a normal posted speed limit greater than or equal to 45 mph, the detected speeds of vehicles traveling more than 25 mph over the work zone speed limit shall not be displayed. On facilities with normal posted speed limit of less than 45 mph, the detected speeds of vehicles traveling more than 15 mph over the work zone speeds limit shall not be displayed. On any roadway facility if detected speeds are less than 25 mph, they shall not be displayed. The display shall include automatic dimming for nighttime operation.

The speed indicator measurement and display functions shall be equipped with the power supply capable of providing 24 hours of uninterrupted service.”

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

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

“This mobilization payment shall be made at least 14 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%”

**TEMPORARY PAVEMENT MARKING (BDE)**

Effective: April 1, 2012

Revised: April 1, 2017

Revise Article 703.02 of the Standard Specifications to read:

“**703.02 Materials.** Materials shall be according to the following.

- (a) Pavement Marking Tape, Type I and Type III ..... 1095.06
- (b) Paint Pavement Markings ..... 1095.02
- (c) Pavement Marking Tape, Type IV ..... 1095.11”

Revise the second paragraph of Article 703.05 of the Standard Specifications to read:

“Type I marking tape or paint shall be used at the option of the Contractor, except paint shall not be applied to the final wearing surface unless authorized by the Engineer for late season applications where tape adhesion would be a problem. Type III or Type IV marking tape shall be used on the final wearing surface when the temporary pavement marking will conflict with the permanent pavement marking such as on tapers, crossovers and lane shifts.”

Revise Article 703.07 of the Standard Specifications to read:

**“703.07 Basis of Payment.** This work will be paid for as follows.

- a) Short Term Pavement Marking. Short term pavement marking will be paid for at the contract unit price per foot (meter) for SHORT TERM PAVEMENT MARKING. Removal of short term pavement markings will be paid for at the contract unit price per square foot (square meter) for SHORT TERM PAVEMENT MARKING REMOVAL.
- b) Temporary Pavement Marking. Where the Contractor has the option of material type, temporary pavement marking will be paid for at the contract unit price per foot (meter) for TEMPORARY PAVEMENT MARKING of the line width specified, and at the contract unit price per square foot (square meter) for TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS.

Where the Department specifies the use of pavement marking tape, the Type III or Type IV temporary pavement marking will be paid for at the contract unit price per foot (meter) for PAVEMENT MARKING TAPE, TYPE III or PAVEMENT MARKING TAPE, TYPE IV of the line width specified and at the contract unit price per square feet (square meter) for PAVEMENT MARKING TAPE, TYPE III - LETTERS AND SYMBOLS or PAVEMENT MARKING TAPE, TYPE IV – LETTERS AND SYMBOLS.

Removal of temporary pavement markings will be paid for at the contract unit price per square foot (square meter) for TEMPORARY PAVEMENT MARKING REMOVAL.

When temporary pavement marking is shown on the Standard, the cost of the temporary pavement marking and its removal will be included in the cost of the Standard.”

Add the following to Section 1095 of the Standard Specifications:

**“1095.11 Pavement Marking Tape, Type IV.** The temporary, preformed, patterned markings shall consist of a white or yellow tape with wet retroreflective media incorporated to provide immediate and continuing retroreflection during both wet and dry conditions. The tape shall be manufactured without the use of heavy metals including lead chromate pigments or other similar, lead-containing chemicals.

The white and yellow Type IV marking tape shall meet the Type III requirements of Article 1095.06 and the following.

- (a) Composition. The retroreflective pliant polymer pavement markings shall consist of a mixture of high-quality polymeric materials, pigments and glass beads distributed throughout its base cross-sectional area, with a layer of wet retroreflective media bonded to a durable polyurethane topcoat surface. The patterned surface shall have approximately 40% ± 10% 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 beads or particles.

(b) Retroreflectance. The white and yellow markings shall meet the following for initial dry and wet retroreflectance.

(1) Dry Retroreflectance. Dry retroreflectance shall be measured under dry conditions according to ASTM D 4061 and meet the values described in Article 1095.06 for Type III tape.

(2) Wet Retroreflectance. Wet retroreflectance shall be measured under wet conditions according to ASTM E 2177 and meet the values shown in the following table.

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

(c) Color. The material 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 a 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.

<b>Color</b>	<b>Daylight Reflectance %Y</b>
White	65 minimum
*Yellow	36-59

\*Shall match Federal 595 Color No. 33538 and the chromaticity limits as follows.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

(d) Skid Resistance. The surface of the markings shall provide an average minimum skid resistance of 50 BPN when tested according to ASTM E 303.

(e) Sampling, Testing, Acceptance, and Certification. Prior to approval and use of the wet reflective, temporary, removable 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 certification test report shall state the lot tested, manufacturer's name, and date of manufacture.

After approval by the Department, samples and certification by the manufacturer shall be submitted for each batch 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, manufacturer's name, and date of manufacture.

All costs of testing (other than tests conducted by the Department) shall be borne by the manufacturer."



**TRAINING SPECIAL PROVISIONS (BDE)**

Effective: October 15, 1975

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

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

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 2. In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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

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

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

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather 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 his performance under this Training Special Provision.

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

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

#### **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 (TRAINEES 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   2  .

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.

**WARM MIX ASPHALT (BDE)**

Effective: January 1, 2012

Revised: April 1, 2016

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

**“1102.01 Hot-Mix Asphalt Plant.** The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, “Approval of Hot-Mix Asphalt Plants and Equipment”. Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements.”

Add the following to Article 1102.01(a) of the Standard Specifications.

“(11) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of  $\pm 2$  percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.
- b. Additives. Additives shall be introduced into the plant according to the supplier’s recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes.”

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

“(e) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification.”

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

“The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C).”

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

### **WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

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

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

### **FUEL COST ADJUSTMENT (BDE)**

Effective: April 1, 2009

Revised: August 1, 2017

Description. 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.

General. 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.

Category	Conversion	Factor
B	sq yd to ton	0.057 ton / sq yd / in depth
	sq m to metric ton	0.00243 metric ton / sq m / mm depth
C	sq yd to ton	0.056 ton / sq yd / in depth
	sq m to metric ton	0.00239 m ton / sq m / mm depth
D	sq yd to cu yd	0.028 cu yd / sq yd / in depth
	sq m to cu m	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<sub>P</sub> = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)  
 FPI<sub>L</sub> = 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  
 Q = 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>L</sub> and FPI<sub>P</sub> in excess of five percent, as calculated by:

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

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.

## **STEEL COST ADJUSTMENT (BDE)**

Effective: April 2, 2004

Revised: August 1, 2017

Description. 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.

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

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

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in 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.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

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

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

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars  
Q = quantity of steel incorporated into the work, in lb (kg)  
D = price factor, in dollars per lb (kg)

$$D = MPI_M - MPI_L$$

Where:  $MPI_M$  = The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

$MPI_L$  = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting 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  $MPI_M$  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.

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the  $MPI_L$  and  $MPI_M$  in excess of five percent, as calculated by:

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

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**

Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	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
Mesh Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
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)

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor

performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection

for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#).

The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### **1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each



classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a

separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

##### d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one

and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of

Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

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

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

## Contract Provision - Cargo Preference Requirements

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

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

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

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

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



