

# 23

**Letting March 7, 2025**

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



**Contract No. 62T48  
COOK County  
Section FAU 2845 22 BJ  
Route FAU 2845  
Project BR-EBIC(484)  
District 1 Construction Funds**

Prepared by

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Checked by

(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 12:00 p.m. March 7, 2025 at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 62T48  
COOK County  
Section FAU 2845 22 BJ  
Project BR-EBIC(484)  
Route FAU 2845  
District 1 Construction Funds**

**(1,119-Ft) Bridge preservation project: deck overlay, joints replacement/ repair. Improvement includes hydro scarification, latex modified concrete overlay, deck slab repair, structural repair of concrete, sawcut grooving, joint replacement, approach slab repair, concrete sealer, HMA approach butt joints, median replacement and curb and gutter replacement. Location of Work: Western venue at Thorn Creek (approx. 0.2-miles South of Sauk Trail) in the Village of Park Forest.**

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

By Order of the  
Illinois Department of Transportation

Omer Osman,  
Secretary

INDEX  
 FOR  
 SUPPLEMENTAL SPECIFICATIONS  
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

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

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

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## **STATE OF ILLINOIS**

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### **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAU 2845 (Western Ave.), Project BR-EBIC(484), Section FAU 2845 22 BJ, Cook County, Contract No. 62T48, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAU 2845 (Western Ave.)  
Project BR-EBIC(484)  
Section FAU 2845 22 BJ  
Cook County  
Contract No. 62T48

### **LOCATION OF PROJECT**

This project is located on Western Avenue in Park Forest, Cook County, where it crosses over Thorn Creek on SN 016-2415 for a total span of 35ft.

### **DESCRIPTION OF PROJECT**

A latex overlay with various other bridge repairs will be designed for this structure. Other repair items include hydroscarification, deck slab repair, sawcut grooving, joint replacement, approach slab repair, concrete sealer, HMA approach butt joints, structural repair of concrete, median replacement, and curb and gutter replacement. Western Ave. will remain open for the duration of the project. Maintenance of traffic plans have been prepared.

## **MAINTENANCE OF ROADWAYS (D1)**

Effective: September 30, 1985

Revised: November 1, 1996

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

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

## **PUBLIC CONVENIENCE AND SAFETY (D1)**

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

“If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of holiday period for Monday or Friday shall apply.”

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

“The length of holiday period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday after”

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

“On weekends, excluding holidays, roadways with average daily traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical.”

## **STATUS OF UTILITIES (D1)**

Effective: June 1, 2016

Revised: January 1, 2020

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

Utilities To Be Adjusted. Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will



be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Contractor to then work in the stage under which the item has been listed.

Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
N/A				

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
N/A				

Stage 2

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
N/A				

No conflicts to be resolved.

The following contact information is what was used during the preparation of the plans as provided by the agency/company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
N/A			

Utilities To Be Watched and Protected. The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances, the Contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owner's part can be secured.

Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER
N/A			

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER
N/A			

Stage 2

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER
N/A			

No facilities requiring extra consideration.

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
N/A			

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be considered in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications shall apply.

Estimated duration of time provided above for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with the Contractor's activities in the number of days noted.

The estimated relocation duration must be part of the progress schedule submitted by the Contractor. A utility kickoff meeting will be scheduled between the Department, the Contractor, and the utility companies when necessary. The Contractor is responsible for contacting J.U.L.I.E. prior to all excavation work.

# **TRAFFIC CONTROL PLAN (D1)**

Effective: September 30, 1985

Revised: January 1, 2007

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

Special attention is called to Article 107.09 of the Standard Specifications and the following highway standards, Recurring Special Provisions and special provisions contained herein, relating to traffic control.

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

Standards:

701427      701502      701601      701606      701611      701801      701901

Details:

Traffic Control and Protection for Side Roads, Intersections, and Driveways (TC-10)  
 Typical Applications Raised Reflective Pavement Markers (Snow-Plow Resistant) (TC-11)  
 Typical Pavement Markings (TC-13)  
 Short Term Pavement Marking Letters and Symbols (TC-16)  
 Arterial Road Information Signing (TC-22)  
 Driveway Entrance Signing (TC-26)

Special Provisions:

Maintenance of Roadways (D1)  
 Public Convenience & Safety (D1)  
 Raised Reflective Pavement Marker Reflector Replacement (D1)  
 Raised Reflective Pavement Marker Reflector Removal (D1) Traffic Control & Protection (Arterials)  
 (D1)  
 Temporary Information Signing (D1)  
 Short Term and Temporary Pavement Marking (BDE)  
 Vehicle and Equipment Warning Lights (BDE)  
 Work Zone Traffic Control Devices

**HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)**

Effective: November 1, 2019

Revised: January 1, 2025

Revise Article 1004.03(c) to read:

“(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 <sup>1/</sup>
	SMA 12.5 <sup>2/</sup>	CA 13 <sup>4/</sup> , CA 14, or CA 16
	SMA 9.5 <sup>2/</sup>	CA 13 <sup>3/4/</sup> or CA 16 <sup>3/</sup>
	IL-9.5	CA 16, CM 13 <sup>4/</sup>
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 <sup>1/</sup>
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

- 2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ The specified coarse aggregate gradations may be blended.
- 4/ CA 13 shall be 100% passing the 1/2 in. (12.5mm) sieve.”

Revise Article 1004.03(e) of the Standard Specifications to read:

“(e) Absorption. For SMA the coarse aggregate shall also have water absorption  $\leq 2.0$  %.”

Revise the “High ESAL” portion of the table in Article 1030.01 to read:

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5”

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

“Item	Article/Section
(g)Performance Graded Asphalt Binder (Note 6)	1032
(h)Fibers (Note 2)	

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in SMA mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either type i or type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein..”

Revise table in Article 1030.05(a) of the Standard Specifications to read:

"MIXTURE COMPOSITION (% PASSING)" <sup>1/</sup>												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 <sup>6/</sup>	90	100
#8 (2.36 mm)	20	42	16	24 <sup>4/</sup>	16	32 <sup>4/</sup>	34 <sup>5/</sup>	52 <sup>2/</sup>	45	60 <sup>6/</sup>	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 <sup>3/</sup>	7.5	9.5 <sup>3/</sup>	4.0	6.0	4.0	6.5	7.0	9.0 <sup>3/</sup>
#635 (20 μm)			≤ 3.0		≤ 3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44% passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34%.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5% passing."

Revise Article 1030.05(b) of the Standard Specifications to read:

(b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0%, for IL-4.75 and SMA mixtures it shall be 3.5% and for stabilized subbase it shall be 3.0% at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

Mix Design	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign				
	30	50	70	80	90
IL-19.0		13.5	13.5		13.5
IL-9.5		15.0	15.0		
IL-9.5FG		15.0	15.0		
IL-4.75 <sup>1/</sup>		18.5			
SMA-12.5 <sup>1/2/5/</sup>				17.0 <sup>3/</sup> /16.0 <sup>4/</sup>	
SMA-9.5 <sup>1/2/5/</sup>				17.0 <sup>3/</sup> /16.0 <sup>4/</sup>	
IL-19.0L	13.5				
IL-9.5L	15.0				

- 1/ Maximum draindown shall be 0.3% according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is  $\geq 2.760$ .
- 4/ Applies when specific gravity of coarse aggregate is  $< 2.760$ .
- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone"

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

"IL-4.75 and SMA mixtures which contain aggregate having absorptions greater than or equal to 2.0%, or which contain steal slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours."

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

"(2) Personnel. The Contractor shall provide a QC manager who shall have overall responsibility and authority for quality control. This individual shall maintain active certification as a hot-mix asphalt level II technician.

In addition to the QC manager, the Contractor shall provide sufficient personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. Mix designs shall be developed by personnel with an active certification as a hot-mix asphalt level III technician. Technicians performing mix design testing and plant sampling/testing shall maintain active certification as a hot-mix asphalt level I technician. The Contractor may provide a technician trainee who has successfully completed the Department's "Hot-Mix Asphalt Trainee Course" to assist in the activities completed by a hot-mix asphalt level I technician for a period of one year after the course completion date. The Contractor may also provide a gradation technician who has successfully completed the Department's "Gradation

Technician Course" to run gradation tests only under the supervision of a hot-mix asphalt level II technician. The Contractor shall provide a hot-mix asphalt density tester who has successfully completed the Department's "Nuclear Density Testing" course to run all nuclear density tests on the job site."

Add Article 1030.06(d)(3) to the Standard Specifications to read:

"(3) The Contractor shall take possession of any Department unused backup or dispute resolution HMA mixture samples or density specimens upon notification by the Engineer. The Contractor shall collect the HMA mixture samples or density specimens from the location designated by the Engineer. The HMA mixture samples or density specimens may be added to RAP stockpiles according to Section 1031."

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

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

Revise the following table and notes in Article 1030.09 (c) of the Standard Specifications to read:

CONTROL LIMITS						
Parameter	IL-19.0, IL-9.5, IL-9.5FG, IL-19.0L, IL-9.5L		SMA-12.5, SMA-9.5		IL-4.75	
	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4
% Passing <sup>1/</sup>						
1/2 in. (12.5 mm)	± 6 %	± 4 %	± 6 %	± 4 %		
3/8 in. (9.5mm)			± 4 %	± 3 %		
# 4 (4.75 mm)	± 5 %	± 4 %	± 5 %	± 4 %		
# 8 (2.36 mm)	± 5 %	± 3 %	± 4 %	± 2 %		
# 16 (1.18 mm)			± 4 %	± 2 %	± 4 %	± 3 %
# 30 (600 µm)	± 4 %	± 2.5 %	± 4 %	± 2.5 %		
Total Dust Content # 200 (75 µm)	± 1.5 %	± 1.0 %			± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Air Voids <sup>2/</sup>	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
Field VMA <sup>3/</sup>	-0.7 %	-0.5 %	-0.7 %	-0.5 %	-0.7 %	-0.5 %

1/ Based on washed ignition oven or solvent extraction gradation.

2/ The air voids target shall be a value equal to or between 3.2 % and 4.8 %.

3/ Allowable limit below minimum design VMA requirement.

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

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

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

“When establishing the target density, the HMA maximum theoretical specific gravity (G<sub>mm</sub>) will be the Department mix design verification test result.”

Add after third sentence of Article 1030.09(b) to read:

“If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure.”

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 <sup>1/</sup>	V <sub>D</sub> , P, T <sub>B</sub> , 3W, O <sub>T</sub> , O <sub>B</sub>	V <sub>S</sub> , T <sub>B</sub> , T <sub>F</sub> , O <sub>T</sub>	As specified in Section 1030
IL-4.75 and SMA <sup>3/ 4/</sup>	T <sub>B</sub> , 3W, O <sub>T</sub>	T <sub>F</sub> , 3W	As specified in Section 1030
Mixtures on Bridge Decks <sup>2/</sup>	T <sub>B</sub>	T <sub>F</sub>	As specified in Articles 582.05 and 582.06.

“4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T<sub>B</sub>), and/or three-wheel (3W) rollers for breakdown, except one of the (T<sub>B</sub>) or (3W) rollers shall be 84 inches wide and a weight of 315 pound per linear inch (PLI) and one of the (T<sub>B</sub>) or (3W) rollers can be substituted for an oscillatory roller (O<sub>T</sub>). T<sub>F</sub> rollers shall be a minimum of 280 lb/in.. The 3W and T<sub>B</sub> rollers shall be operated at a uniform speed not to exceed 3 mph with the drive roll for T<sub>B</sub> rollers nearest the paver and maintain an effective rolling distance of no more than 150 ft behind the paver.”

Add the following after the fourth paragraph of Article 406.13 (b):

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface mix design’s G<sub>mb</sub>.”

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

“A test strip of 300 ton, except for SMA mixtures it will be 400 ton, will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip



Procedures". At the request of the producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

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

"When a test strip is constructed, the Contractor shall collect and split the mixture according to the document "Hot-Mix Asphalt Test Strip Procedures". The Engineer, or a representative, shall deliver split sample to the district laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document "Hot-Mix Asphalt Mixture Design Verification Procedure" Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production."

### **HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (D1)**

Effective: January 1, 2019

Revised: December 1, 2021

Add to Article 1030.05 (d)(3) of the Standard Specifications to read:

"During mixture design, prepared samples shall be submitted to the District laboratory by the Contractor for verification testing. The required testing, and number and size of prepared samples submitted, shall be according to the following tables.

High ESAL – Required Samples for Verification Testing	
Mixture	Hamburg Wheel and I-FIT Testing <sup>1/ 2/</sup>
Binder	total of 3 - 160 mm tall bricks
Surface	total of 4 - 160 mm tall bricks

Low ESAL – Required Samples for Verification Testing	
Mixture	I-FIT Testing <sup>1/ 2/</sup>
Binder	1 - 160 mm tall brick
Surface	2 - 160 mm tall bricks

1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5% air voids.

2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

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

"When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for high ESAL; I-FIT testing for low ESAL. Within

two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The high ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above."

Add the following to the end of Article 1030.10 of the Standard Specifications to read:

"Mixture sampled during first day of production shall include approximately 60 lb of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above."

#### **FRICTION AGGREGATE (D1)**

Effective: January 1, 2011

Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

**"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA).** The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination <sup>5/</sup>:</u> Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

Use	Mixture	Aggregates Allowed	
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete	
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L  SMA Binder	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>	
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>	
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone (other than Limestone) <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup>	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone

Use	Mixture	Aggregates Allowed	
HMA High ESAL	E Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> :	
		Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag  No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<u>Up to...</u>	<u>With...</u>
		50% Dolomite <sup>2/</sup>	Any Mixture E aggregate
		75% Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel <sup>2/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<u>Up to...</u>	<u>With...</u>
		50% Crushed Gravel <sup>2/</sup> or Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

1/ Crushed steel slag allowed in shoulder surface only.

2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.

3/ Crushed concrete will not be permitted in SMA mixes.

- 4/ Crushed steel slag shall not be used as binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

## ADJUSTMENTS AND RECONSTRUCTIONS (D1)

Effective: March 15, 2011

Revised: October 1, 2021

Revise the first paragraph of Article 602.04 to read:

**"602.04 Concrete.** Cast-in-place concrete for structures shall be constructed of class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of class PP-2 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

**"603.05 Replacement of Existing Flexible Pavement.** After the castings have been adjusted, the surrounding space shall be filled with class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.06 to read:

**"603.06 Replacement of Existing Rigid Pavement.** After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with class PP-2 concrete, unless otherwise noted in the plans, not less than 9 in. thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

The surface of the class PP concrete shall be constructed flush with the adjacent surface."

Revise the first sentence of Article 603.07 to read:

**"603.07 Protection Under Traffic.** After the casting has been adjusted and the class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b."


**DETECTOR LOOP REPLACEMENT AND/OR INSTALLATION (ROADWAY GRINDING, RESURFACING, & PATCHING OPERATIONS)**

Effective: January 1, 1985

Revised: March 1, 2024

The intent of this special provision is to prescribe the materials and construction methods commonly used to replace traffic signal detector loops and replace magnetic signal detectors with detector loops during roadway resurfacing, grinding and patching operations. Loop detector replacement will not require the transfer of traffic signal maintenance from the District's electrical maintenance contractor to the Contractor. Replacement of magnetic detector will require wiring revisions inside the control cabinet and therefore the transfer of maintenance will be required. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the plans or as directed by the Engineer.

The work to be provided under the contract consists of furnishing and installing all traffic signal work as specified on the plans and as specified herein in a manner acceptable and approved by the Engineer.

Notification of Intent to Work. Contracts such as pavement grinding or patching which result in the destruction of traffic signal detection require a notification of intent to work and an inspection. A minimum of seven working days prior to the detection removal, the Contractor shall notify the area traffic signal maintenance and operations engineer. 

Failure to provide proper notification may require the District's electrical maintenance contractor to be called to investigate complaints of inadequate traffic signal timing. All costs associated with these expenses will be paid for by the Contractor at no additional expense to the Department according to Section 109 of the Standard Specifications.

Removal, Disposal and Salvage of Existing Traffic Signal Equipment. The removal, disposal, and salvage of existing traffic signal equipment shall be included in the cost of this item. All material and equipment removed shall become the property of the Contractor and disposed of by the Contractor outside the State's right-of-way. No additional compensation shall be provided to the Contractor for removal, disposal or salvage expense for the work in this contract.

Detector Loop Replacement. This work shall consist of replacing existing detector loops which are destroyed during grinding, resurfacing, or patching operations. If damage to the detector loop is unavoidable, replacement of the existing detection system will be necessary. This work shall be completed by an approved electrical contractor as directed by the Engineer.

Replacement of the loops shall be accomplished in the following manner: The area traffic signal maintenance and operations engineer shall be called to approve loop locations prior to the cutting of the pavement. The Contractor may reuse the existing coilable non-metallic conduit (CNC) located between the existing handhole and the pavement if it hasn't been damaged. CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways to the handholes. All burrs shall be removed from the edges of the existing conduit which could cause damage to the new detector loop during installation. If the existing conduit is damaged beyond repair, if it cannot be located, or if additional conduits are required for each proposed loop, the Contractor shall be required to drill through the existing pavement into the appropriate handhole and install 1 in. CNC. This work and the required materials shall not be paid for separately but shall be included in the cost for Detector Loop Replacement. Once suitable CNC raceways is established, the loop may be cut, installed, sealed and spliced to the twisted-shielded lead-in cable in the handhole.

All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a 1/4 in. deep x 4 in. saw-cut to mark location of each loop lead-in.

A minimum of seven working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the area traffic signal maintenance and operations engineer to inspect and approve the layout.

Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details." Saw-cuts from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a waterproof tag secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole, shall be included in the detector loop pay item.

Loop sealant shall be a two-component thixotropic chemically cured polyurethane. The sealant shall be installed 1/8 in. below the pavement surface. If installed above the surface the excess shall be removed immediately.

Round loop(s) 6 ft in diameter may be substituted for 6 ft x 6 ft square loop(s) and shall be paid for as 24 ft of detector loop.

Resistance to ground shall be a minimum of 500 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries.

Heat shrink splices shall be used according to the "District 1 Standard Traffic Signal Design Details."

Detector loop replacement shall be measured along the sawed slot in the pavement containing the loop cable up to the edge of pavement, rather than the actual length of the wire in the slot. Drilling handholes, sawing the pavement, furnishing and installing CNC to the appropriate handhole, cable splicing to provide a fully operable detector loop, testing and all trench and backfill shall be included in this item.

Basis of Payment. This work will be paid for at the contract unit price per FOOT for DETECTOR LOOP REPLACEMENT.

## **CONSTRUCTION LAYOUT SPECIAL FOR RESURFACING WITH ADA AND STAND ALONE**

### **ADA (D1)**

Effective: January 1, 2017

Revised: April 17, 2017

Description. This work shall consist of furnishing and placing construction layout stakes for the construction of ADA ramps shown in the plans. The Contractor shall furnish and place stakes marking the locations and elevations of points indicated in the plans for ADA ramp construction.

The Contractor shall locate all reference points as shown on the plans and listed herein. Any additional control points required will be identified in the field by the Contractor and all field notes will be kept in the office of the Resident Engineer.

The Contractor shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal and vertical controls necessary to secure a correct layout for the work.

Layout stakes shall be set to assure conformance to the ADA ramp design shown on the plans and shall meet the approval of the Engineer.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades, and elevations of the work. The Contractor shall exercise care in the preservation of stakes and bench marks and shall have them reset when any are damaged, lost, displaced, removed or otherwise obliterated.

Responsibility of the Department. The Department will make random checks of the Contractor's staking to determine if the work is in conformance with the plans. When the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.

Where the Contractor in setting construction stakes discovers discrepancies, the Department will check to determine their nature and make whatever revisions are necessary to the plans. Any additional restaking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for according to Article 109.04 of the Standard Specifications.

The Department will be responsible for the accuracy of the initial reference points shown in the plans.

It is not the responsibility of the Department, except as provided herein, to check the correctness of the Contractor's stakes. Any apparent errors will be immediately called to the Contractor's attention and the Contractor will be required to make the necessary correction before the stakes are used for construction purposes. The Contractor shall provide the Engineer a copy of any field notes and layout diagrams produced during the project.

Responsibility of the Contractor. The Contractor shall establish from the given survey points and contract plan information, all the control points or reference points necessary to layout the ADA ramp elements. The Contractor shall furnish and place the layout stakes. The Contractor shall



notify the Engineer when the stakes are complete and available for review and approval by the Engineer at least three working days in advance of the actual construction.

Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Department at the completion of the project. All notes shall be neat, orderly, and in accepted form.

Measurement and Payment. This work will be paid for at the contract unit price per LUMP SUM for CONSTRUCTION LAYOUT (SPECIAL).

### **EROSION CONTROL BLANKET (SPECIAL) [WILDLIFE SAFE]**

This special provision revises Section 251 of the Standard Specifications to eliminate the use of excelsior blanket for erosion control blanket. This work shall consist of furnishing, transporting, and placing 100 % biodegradable erosion control blanket over seeded areas as detailed on the plans and according to Section 251 except as modified herein.

Delete the first and second paragraph of Article 1081.10(a) Excelsior Blanket and substitute the following:

Excelsior blanket shall consist of a machine produced mat of wood excelsior of 100%, 6 in. or longer fiber length. The wood from which the excelsior blanket is cut shall be properly cured to achieve adequately curled and barbed fibers.

The blanket shall be of consistent thickness, with the fiber evenly distributed over the entire area of the blanket. The excelsior blanket shall be covered on the top side with a 90 - day 100% biodegradable, plastic-free netting. Netting material shall be made of natural fiber, including coir (coconut husk fibers), jute or sisal, not altered by synthetic materials. Netting shall be "leno-weave" with movable joints (not fixed or welded), allowing each opening between vertical and horizontal twines in the netting stretchable and thus reducing the wildlife entanglement potential. Degradable, photodegradable, UV-degradable, oxo-degradable, or oxo-biodegradable plastic netting (including polypropylene, nylon, polyethylene, and polyester) are **not** acceptable alternatives. The netting shall be substantially adhered to the excelsior blanket by a knitting process using biodegradable thread. The netting shall also be entwined with the excelsior blanket for maximum strength and ease of handling.

Delete the first paragraph of Article 1081.10 (b) Knitted Straw Mat and substitute the following:

Knitted Straw Mat. Knitted straw mat shall be a machine-produced mat of 100% clean, weed free agricultural straw. The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the blanket with a functional longevity of up to 12 months. The blanket shall be covered on top and bottom sides with a 100% biodegradable woven natural organic fiber netting. No plastic netting will be allowed. Netting shall be "leno-weave" with movable joints (not fixed or welded). The netting consists of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands to form an approximate 0.50 x 1.0 - inch mesh. The blanket shall be sewn together with flexible joints on 1.50 - inch centers with biodegradable thread. The

blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2 - 5 inches from the edge) as an overlap guide for adjacent mats.

Delete the second paragraph of Article 1081.10(c) (1) Excelsior Blanket and substitute the following:

Both the top and bottom sides of each blanket shall be covered with 100% biodegradable, plastic-free netting. Netting material shall be made of natural fiber, including coir (coconut husk fibers), jute or sisal, not altered by synthetic materials. Netting shall be "leno-weave" with movable joints (not fixed or welded). The netting consists of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands to form an approximate 0.50 x 1.0 – inch mesh.

Delete the first paragraph of Article 1081.10 (c) (2) Knitted Straw Mat and substitute the following:

Knitted Straw Mat. The blanket shall be machine-produced 100% biodegradable blanket, which contains 70% agricultural straw and 30% coconut fiber with a functional longevity of up to 18 months. The blanket shall be of consistent thickness with the straw and coconut evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom sides with 100% biodegradable woven natural organic fiber netting. The top netting shall be "leno-weave," with movable joints (not fixed or welded). The netting consists of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands to form an approximate 0.50 x 1.0 – inch mesh. The blanket shall be sewn together on 1.50 - inch centers with degradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2 - 5 inches from the edge) as an overlap guide for adjacent mats.

Delete Article 1081.10(d) Wire Staples.

Add the following to Article 1081.10(e) Wood Stakes:

Biodegradable plastic stakes will be allowed. The biodegradable plastic anchor shall be approximately 6 - inches in length. No metal wire stakes will be allowed.

Add the following to Article 251.06(b) Method of Measurement:

(b) Measured Quantities. Erosion control blanket, special will be measured for payment in place in square yards of actual surface area covered.

Add the following to Article 251.07 Basis of Payment:

Erosion Control Blanket (Special) shall be paid at the contract unit price per SQUARE YARD.

## **CURB OR COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (D1)**

Effective: November 1, 2020

Revised: September 1, 2022

Description. This work shall consist of the complete removal and replacement of curb or combination curb and gutter. Work shall be according to Sections 440 and 606 of the Standard Specifications, Standard 606001, the plans, and as directed by the Engineer except as modified herein.

Curb or combination curb and gutter removal and replacement shall match the type of the existing curb or combination curb and gutter. Types may be variable and are to meet existing dimensions and field conditions. Locations of removal and replacement shall be determined by the Engineer at the time of construction.

Unsuitable material to be removed, as directed by the Engineer, shall be replaced with subbase granular material, type B or additional thickness of concrete. Suitable backfill material, when required, shall be replaced as directed by the Engineer.

Epoxy coated tie bars, #6 - 24" long at 24" centers, shall be used except when adjacent to flexible pavement. Longitudinal bars, if encountered, are not to be replaced.

HMA surface removal on the existing gutter flag, if encountered, shall be included in the removal of the curb and gutter.

Saw cuts shall be according to Article 440.03 of the Standard Specifications.

One half inch preformed expansion joints shall be used at concrete sidewalks, driveways and medians.

Method of Measurement. Concrete curb removal and replacement, or combination concrete curb and gutter removal and replacement will be measured for payment in feet along the face of concrete curb. A minimum replacement length of 4 feet is required.

Basis of Payment. This item will be paid for at the contract unit price per FOOT for CURB REMOVAL AND REPLACEMENT GREATER THAN 10 FEET or COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT GREATER THAN 10 FEET for lengths greater than 10 feet.

This item will be paid at the contract unit price per FOOT for CURB REMOVAL AND REPLACEMENT LESS THAN OR EQUAL TO 10 FEET or COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT LESS THAN OR EQUAL TO 10 FEET for lengths less than or equal to 10 feet.

Where unsuitable material is encountered in the subgrade or subbase and its removal and replacement is required by the Engineer, such removal and replacement will be paid for according to Article 109.04.

Sidewalk removal, driveway pavement removal and median surface removal will be paid for according to Article 440.08 of the Standard Specifications.

PCC sidewalk will be paid for according to Article 424.13 of the Standard Specifications.

PCC driveway pavement will be paid for according to Article 423.11 of the Standard Specifications.

HMA driveway will be paid for according to Article 355.11 and 406.14 of the Standard Specifications.

Concrete median surface will be paid for according to Article 606.15 of the Standard Specifications.

Topsoil will be paid for according to Article 211.08 of the Standard Specifications.

Sodding will be paid for according to Article 252.13 of the Standard Specifications. Fertilizer for the placement of sod is not required.

## **REPAIR BRIDGE RAIL**

This work shall consist of repairing and/or replacing the damaged aluminum bridge rail and posts at locations for the east and west rail for SN 022-0075 as indicated in the plans. Rail elements may be salvaged or replaced with approval from the Engineer. Replacement rail elements shall be according to applicable portions of Section 509 of the Standard Specifications. Any portions of the existing railing or structure which are damaged as part of this work shall be repaired to the satisfaction of the Engineer at the expense of the Contractor at no additional cost to the Contract.

Method of Measurement. This work will not be measured for payment, but rather, payment will be based on the length of repair bridge rail shown on the plans.

Basis of Payment. This work will be paid for at the contract unit price per FOOT for REPAIR BRIDGE RAIL, which shall be full compensation for all labor, equipment and materials required to complete the work.

## **CLEANING EXISTING DRAINAGE STRUCTURES (D1)**

Effective: September 30, 1985

Revised: May 1, 2022

All existing storm sewers, pipe culverts, manholes, catch basins and inlets shall be considered as drainage structures insofar as the interpretation of this special provision is concerned. When specified for payment, the location of drainage structures to be cleaned will be determined in the field by the Engineer.

All existing drainage structures which are to be adjusted or reconstructed shall be cleaned according to Article 602.15 of the Standard Specifications. This work will be paid for according to accordance with Article 602.16 of the Standard Specifications.

All other existing drainage structures which are specified to be cleaned by the Engineer will be cleaned according to Article 602.15 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price EACH for DRAINAGE STRUCTURES TO BE CLEANED, and at the contract unit price per FOOT for STORM SEWERS TO BE CLEANED, of the diameter specified.

#### **ENGINEER'S FIELD OFFICE TYPE A (D1)**

Effective: January 1, 2022

Revise the first paragraph of Article 670.02 to read:

**670.02 Engineer's Field Office Type A (D1).** Type A (D1) field offices shall have a ceiling height of no less than 7 feet and a floor space of no less than 1000 square feet with a minimum of two separate offices. The office shall also have a separate storage room capable of being locked for storage of the nuclear measuring devices. The office shall be provided with sufficient heat, natural and artificial light, and air conditioning. Doors and windows shall be equipped with locks approved by the Engineer.

Add the following to Article 670.07 Basis of Payment.

The building or buildings, fully equipped, will be paid for at the contract unit price per CALENDAR MONTH or fraction thereof for ENGINEER'S FIELD OFFICE, TYPE A (D1).

#### **TRAFFIC CONTROL AND PROTECTION, (SPECIAL) (D1)**

Effective: February 1, 1996

Revised: March 1, 2011

Specific traffic control plan details and special provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route according to the details shown in the plans.

Method of Measurement: All traffic control (except traffic control and protection (expressways) and temporary pavement markings) indicated on the traffic control plan details and specified in the special provisions will be measured for payment on a lump sum basis.

Basis of Payment: This work will be paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

Temporary pavement markings will be paid for separately unless shown on a standard.

## **RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL**

Effective: August 1, 2023

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

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

Basis of Payment: This work will be paid for at the contract unit price per EACH for RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL. Payment shall be full compensation for materials, labor and equipment required to complete this work.

## **APPROACH SLAB REPAIR**

Effective: March 13, 1997

Revised: April 12, 2018

Description. This work shall consist of HMA surface removal, when required, the removal and disposal of all loose and deteriorated concrete and the replacement with new concrete to the original top of approach slab. The work shall be done according to the applicable requirements of Sections 501, 503 and 1020 of the Standard Specifications and this Special Provision.

Approach slab repairs will be classified as follows:

**Partial-Depth.** Partial-depth repairs shall consist of removing the loose and unsound approach slab 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-equipment. The depth shall be measured from the original concrete surface, at least 3/4 inch but no more than 5 1/2 inches unless otherwise specified on the plans.

**Full-Depth.** Full-depth repairs shall consist of removing concrete full-depth of the slab, disposing of the concrete removed, and replacing with new concrete to the original approach slab surface. The removal may be performed with power driven hand tools or by hydro-equipment.

Materials. All 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:

Surface Preparation Equipment. Surface preparation and concrete removal equipment shall comply with the applicable portions of Section 1100 of the Standard Specifications 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, abrasive blasting, or other methods approved by the Engineer. Blast cleaning equipment shall be capable of removing rust and old concrete from exposed reinforcement bars. Oil traps will be required.
- (3) Power-Driven Hand Tools. Power-driven hand tools will be permitted including jackhammers lighter than the nominal 45 pound class. Chipping hammers heavier than a nominal 15 pound class shall not be used for removing concrete from below any reinforcing bar for partial depth repairs or final removal at the boundary of full-depth repairs. Jackhammers or chipping hammers shall not be operated at an angle in excess of 45° measured from the surface of the slab.
- (4) Hydro-Scarification Systems. The hydro-scarification equipment shall consist of filtering and pumping units operating with a remote-controlled robotic device. The equipment may use river, stream or lake water. Operation of the equipment shall be performed and supervised by qualified personnel certified by the equipment manufacturer. Evidence of certification shall be presented to the Engineer. The equipment shall be capable of removing concrete to the specified depth and removing rust and concrete particles from exposed reinforcing bars. Hydro-scarification equipment shall be calibrated before being used and shall operate at a minimum of 18,000 psi.

Concrete Equipment: Equipment for proportioning and mixing the concrete shall comply with the applicable requirements of Section 1103 of the Standard Specifications.

Placing and Finishing Equipment: Placing and finishing equipment shall be according to Article 1103.17 of the Standard Specifications. 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. 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 construction debris into adjacent waters, and shall properly dispose of the solids generated according to Article 202.03. Runoff water will not be allowed to constitute a hazard on adjacent or underlying roadways, waterways, drainage areas or railroads nor be allowed to erode existing slopes.

Hot-Mix Asphalt Surface Removal. The HMA surface course shall be removed and disposed of according to applicable portions of Articles 440.04 and 440.06 of the Standard Specifications. If the overlay contains asbestos fibers, removal shall be according to the Asbestos Waterproofing Membrane or Asbestos Bituminous Concrete Surface Removal special provisions. Removal of the HMA surface using radiant or direct heat will not be permitted.

Surface Preparation: All loose, disintegrated and unsound concrete shall be removed from portions of the approach 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 inch deep around the perimeter of the area to be patched when an 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-scarification.

The loose and unsound concrete shall be removed by chipping, with power driven hand tools or by hydro-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 inch 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 a depth of 5 1/2 inches unless otherwise specified on the plans. Full depth removal shall be performed according to Article 501.05 of the Standard Specifications. A concrete saw shall be used to provide vertical edges approximately 3/4 inch deep around the perimeter of the area to be patched when an overlay is not specified. 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-scarification. The saw cut may be omitted if the deck is to receive an overlay.

All voids under full depth repair areas shall be filled with a suitable material that meets the approval of the Engineer.

- (3) Reinforcement Treatment. Care shall be exercised during concrete removal to protect the reinforcement bars from damage. Any damage to the reinforcement bars to remain in place shall be repaired or replaced to the satisfaction of the Engineer at the Contractor's expense. All existing reinforcement bars shall remain in place except as herein provided for corroded bars. Tying of loose bars will be required. Any existing reinforcement bars which have a loss of more than 25% of their cross section through corrosion shall be replaced in kind with new steel as directed by the Engineer. No welding of bars will be permitted and new bars shall be lapped a minimum of 32 bar diameters to existing bars. An approved "squeeze type" mechanical bar splicer capable of developing in tension at



least 125% of the yield strength of the existing bar shall be used when it is not feasible to provide the minimum bar lap.

- (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.

#### 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 of the Standard Specifications, followed by a light brooming.

Curing. Concrete patches shall be cured by the wetted burlap method according to Article 1020.13 (a)(3), and the curing period shall be 72 hours. In addition to Article 1020.13, when the air temperature is less than 55° F, the Contractor shall cover the patch with minimum R12 insulation. Insulation is optional when the air temperature is 55° F - 90° F. Insulation shall not be placed when the air temperature is greater than 90° F. A 72-hour minimum drying period shall be required before placing waterproofing or HMA surfacing.

Opening to Traffic. No traffic or construction equipment will be permitted on the repairs until after the specified cure period and the concrete has obtained a minimum compressive strength of 4000 psi or flexural strength of 675 psi unless permitted by the Engineer.

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, HMA surface removal and full or partial depth repairs will be measured for payment and computed in square yards.

Basis of Payment. The HMA surface removal will be paid for at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT SURFACE REMOVAL (DECK). Areas removed and replaced up to and including a depth of 5 1/2 inches or as specified will be paid for at the contract unit price per SQUARE YARD for APPROACH SLAB REPAIR (PARTIAL DEPTH). Areas requiring removal greater than a depth of 5 1/2 inches shall be removed and replaced full depth and will be paid for at the contract unit price per SQUARE YARD for APPROACH SLAB REPAIR (FULL DEPTH).

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 of the Standard Specifications. 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 hot-mix asphalt will be paid for as specified in the Asbestos Waterproofing Membrane or Asbestos Bituminous Concrete Surface Removal special provision.

#### **HOT-MIX ASPHALT SURFACE REMOVAL (DECK)**

Description: This item shall consist of furnishing all labor and equipment for the removal and satisfactory disposal of the existing hot-mix asphalt surface from the bridge deck of the truss areas as shown on the plans, in accordance with the applicable portions of Section 440 of the Standard Specifications, and as herein specified, except milling equipment will not be allowed within 1/2" of the top of the steel grid.

Construction Requirements: All removal shall be done in a manner as to not cause damage to the concrete filled steel grid deck surface. After removal of the deck surface, any cracked, loose or damaged concrete should be located and submitted to the Engineer for evaluation. Method of repair to be determined by the Engineer and to be paid for according to Article 109.04. Any damage to the grid shall be repaired by the Contractor to the satisfaction of the Engineer at no additional cost to the contract. Removal of hot-mix asphalt using radiant or direct heat will not be permitted.

Basis of Payment: This work, as herein specified, will be paid for at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT SURFACE REMOVAL (DECK), which price shall include removal of all hot-mix asphalt surface.

## TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 29, 2020

**Description.** This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

**Materials.** Materials shall be according to the following Articles of Section 1000 - Materials:

	<b><u>Item</u></b>	<b><u>Article/Section</u></b>
a.)	Sign Base (Note 1)	1090
b.)	Sign Face (Note 2)	1091
c.)	Sign Legends	1091
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 3)	1090.02

Note 1. The Contractor may use 5/8 inch instead of 3/4 inch thick plywood.

Note 2. The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.

Note 3. The overlay panels shall be 0.08 inch thick.

**Installation.** The sign and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft above the near edge of the pavement and shall be a minimum of 2 ft beyond the edge of the paved shoulder. A minimum of two posts shall be used.

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

**Method of Measurement.** This work shall be measured for payment in square feet edge to edge (horizontally and vertically). All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

**Basis Of Payment.** This work will be paid for at the contract unit price per SQUARE FOOT for TEMPORARY INFORMATION SIGNING.

## **RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REPLACEMENT**

Effective: August 1, 2023

Description: This work shall be completed in accordance with Section 781 of the Standard Specifications. This work shall consist of reinstalling reflectors into raised pavement marker castings upon completion of staging in which the markers conflict with temporary lane usage.

Basis of Payment: This work will be paid for at the contract unit price per EACH for RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REPLACEMENT. Payment shall be full compensation for materials, labor and equipment required to complete this work.

## **TEMPORARY TRAFFIC SIGNAL TIMING**

Effective: May 22, 2002

Revised: March 1, 2024

Description. This work shall consist of developing and maintaining appropriate traffic signal timings for the specified intersection for the duration of the temporary signalized condition, as well as impact to existing traffic signal timings caused by detours or other temporary conditions.

All timings and adjustments necessary for this work shall be performed by an approved consultant who has previous experience in optimizing traffic signal systems for District One of the Illinois Department of Transportation. The Contractor shall contact the traffic signal engineer for a listing of approved consultants.

The following tasks are associated with temporary traffic signal timing:

- (a) Consultant shall attend temporary traffic signal inspection (turn-on) and/or detour meeting and conduct on-site implementation of the traffic signal timings.
- (b) Consultant shall be responsible for making fine-tuning adjustments to the timings in the field to alleviate observed adverse operating conditions and to enhance operations.
- (c) Consultant shall provide monthly observation of traffic signal operations in the field.
- (d) Consultant shall provide on-site consultation and adjust timings as necessary for construction stage changes, temporary traffic signal phase changes, and any other conditions affecting timing and phasing, including lane closures, detours, and other construction activities.
- (e) Consultant shall make timing adjustments and prepare comment responses as directed by the area traffic signal maintenance and operations engineer.
- (f) Return original timing plan once construction is complete.

Basis of Payment. The work will be paid for at the contract unit price per EACH for TEMPORARY TRAFFIC SIGNAL TIMING, which price shall be payment in full for performing all work described herein per intersection. When the temporary traffic signal installation is turned on and/or detour implemented, 50% of the bid price will be paid. The remaining 50% of the bid price will be paid following the removal of the temporary traffic signal installation and/or detour.

## **FAILURE TO COMPLETE PLANT CARE AND ESTABLISHMENT WORK ON TIME**

Should the Contractor fail to complete the plant care and/or supplemental watering work as per the standard specifications or within 24 hours notification from the Engineer, or within such extended times as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of:

- \$20.00 per sq yd sod/per day

not as penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of the sod if the watering or plant care is delayed. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

## **SUPPLEMENTAL WATERING**

This work will include watering sod at the rates specified and as directed by the Engineer.

Schedule: Watering will only begin after the successful completion of all period of establishment requirements. Water sod a minimum of twice a week. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to do supplemental watering, the Contractor must begin the watering operation within 24 hours of notice. **The Contractor shall give an approximate time window of when they will begin at the work location to the Engineer. The Engineer shall be present during the watering operation.** A minimum of 10 units of water per day must be applied until the work is complete.

Should the Contractor fail to complete the work on a timely basis or within such extended times as may have been allowed by the Department, the Contractor shall be liable to the Department liquidated damages as outlined in the **"Failure to Complete Plant Care and Establishment Work on Time" special provision.**

In fixing the damages as set out herein, the desire is to establish a mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account

the loss of the trees if the watering is delayed. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

Source of Water: The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

Rate of Application: The normal rates of application for watering are as follows. The Engineer will adjust these rates as needed depending upon weather conditions.

27 gallons per square yard for Sodded Areas

Method of Application: Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water flow beyond the periphery of the bed. Water shall slowly infiltrate into soil and completely soak the root zone. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

Method of Measurement: Supplemental watering will be measured in units of 1000 gallons of water applied as directed.

Basis of Payment: This work will be paid for at the contract unit price per UNIT of SUPPLEMENTAL WATERING, measured as specified. Payment will include the cost of all water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

## DECK SLAB REPAIR

Effective: May 15, 1995

Revised: February 2, 2024

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.

### 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 less than or equal to 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: April 30, 2021

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) Synthetic 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: Synthetic fibers, when required, 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.

When synthetic fibers are required, the dosage rate 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 7 in. (75 to 175 mm). Maximum slump may be exceeded if there are no visible signs of segregation.

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
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Compressive Strength (14 days)	4000 psi (27,500 kPa) minimum
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Flexural Strength (14 days)	675 psi (4,650 kPa)
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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 meet the requirements of Article 1101.16 and shall be capable of uniformly scarifying or removing the old concrete surface and new patches to the depths required in a satisfactory manner. The minimum width of the equipment permitted is 3 feet. Areas that are inaccessible to a self-propelled milling machine shall be uniformly scarified by other types of removal devices 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  
007 Bond Tester  
800-426-6500

Germann Instruments, Inc.  
BOND-TEST Pull-off System  
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 grout line between aggregates 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 1/4" minimum depth of concrete, creating a uniform roughened 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 according 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 LX, for LateX, or 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)(3) (Wetted Burlap Method) or 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 45°F (10°C) during either the wet or dry curing periods, the time below 45°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: August 9, 2019

Description. This work shall consist of structurally repairing concrete.

Materials. Materials shall be according to the following.

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

(I) Mechanical Bar Splicers .....508.06(c)

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

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

Note 3. The "high slump" packaged concrete mixture shall be from the Department's qualified product list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. The cement factor shall be 6.65 cwt/cu yd (395 kg/cu m) minimum to 7.05 cwt/cu yd (418 kg/cu m) maximum. Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The "high slump" packaged concrete mixture shall have a water soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the "high slump" packaged concrete mixture shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the Department. The coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump. The admixture shall be per the manufacturer's recommendation, and the Department's qualified product list of Concrete Admixtures shall not apply. A maximum slump of 10 in. (250 mm) may be permitted if no segregation is observed by the Engineer in a laboratory or field evaluation.

Note 4. The "self-consolidating concrete" packaged concrete mixture shall be from the Department's qualified product list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. The cement factor shall be 6.65 cwt/cu yd (395 kg/cu m) minimum to 7.05 cwt/cu yd (418 kg/cu m) maximum. Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The "self-

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

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

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

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

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

The packaged shotcrete shall be limited to the following proportions:

The portland cement and finely divided minerals shall be 6.05 cwt/cu yd (360 kg/cu m) to 8.50 cwt/cu yd (505 kg/cu m) for Type FA and 6.05 cwt/cu yd (360 kg/cu. m)

to 7.50 cwt/cu yd (445 kg/cu m) for Type CA. The portland cement shall not be below 4.70 cwt/cu yd (279 kg/cu m) for Type FA or CA.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

### Construction Requirements

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

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

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

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

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

The repair depth shall be a minimum of 1 in. (25 mm). The substrate profile shall be  $\pm 1/16$  in. ( $\pm 1.5$  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, R2, or R3 Concrete,, or a packaged Normal Weight Concrete at the Contractor's option. The concrete shall be placed and consolidated according to Article 503.07. The concrete shall not be placed when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40 °F (4 °C). All repaired members shall be restored as close as practicable to their original dimensions.

Curing shall be done according to Article 1020.13.

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

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

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

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

or (5) while stored at the jobsite and during delivery to the laboratory. After delivery to the laboratory for testing, curing and testing shall be according to ASTM C 1140.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective: January 1, 2025

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

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

Revise Article 302.02 of the Standard Specifications to read:

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

Item	Article/Section
(a) Cement .....	1001
(b) Water .....	1002
(c) Hydrated Lime .....	1012.01
(d) By-Product, Hydrated Lime .....	1012.02
(e) By-Product, Non-Hydrated Lime .....	1012.03
(f) Lime Slurry .....	1012.04
(g) Fly Ash .....	1010
(h) Soil for Soil Modification (Note 1) .....	1009.01
(i) Bituminous Materials (Note 2) .....	1032

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

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

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

“(c) Cement .....1001”

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

“(i) Ground Granulated Blast Furnace (GGBF) Slag .....1010”

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

**“312.09 Proportioning and Mix Design.** At least 60 days prior to start of placing CAM II, the Contractor shall submit samples of materials to be used in the work for proportioning and testing. The mixture shall contain a minimum of 200 lb (120 kg) of cement per cubic yard (cubic meter). Cement may be replaced with fly ash or ground granulated blast furnace (GGBF) slag according

to Article 1020.05(c)(1) or 1020.05(c)(2), respectively, however the minimum cement content in the mixture shall be 170 lbs/cu yd (101 kg/cu m). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture according to the "Portland Cement Concrete Level III Technician Course" manual. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply, and a Level III PCC Technician shall develop the mix design."

Revise Article 352.02 of the Standard Specifications to read:

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

Item	Article/Section
(a) Cement (Note 1) .....	1001
(b) Soil for Soil-Cement Base Course .....	1009.03
(c) Water .....	1002
(d) Bituminous Materials (Note 2) .....	1032

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

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

Revise Article 404.02 of the Standard Specifications to read:

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

Item	Article/Section
(a) Cement .....	1001
(b) Water .....	1002
(c) Fine Aggregate .....	1003.08
(d) Bituminous Material (Tack Coat) .....	1032.06
(e) Emulsified Asphalts (Note 1) (Note 2) .....	1032.06
(f) Fiber Modified Joint Sealer .....	1050.05
(g) Additives (Note 3)	

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

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

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

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



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

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

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

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

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

Revise Article 583.01 of the Standard Specifications to read:

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

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

“(a) Cement .....1001”

Revise the first paragraph of Article 583.03 of the Standard Specifications to read:

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

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

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

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

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.90 percent or greater.”

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

“The ASTM C 1293 test shall be performed with Type I, IL, or II portland cement having a total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.80 percent or greater.”

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

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.90 percent or greater.”

Revise Article 1017.01 of the Standard Specifications to read:

**“1017.01 Requirements.** The mortar shall be high-strength according to ASTM C 387 and shall have a minimum 80.0 percent relative dynamic modulus of elasticity when tested by the Department according to Illinois Modified AASHTO T 161 or AASHTO T 161 when tested by an independent lab. The high-strength mortar shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the high-strength mortar shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the high-strength mortar shall be according to the manufacturer's specifications. The Department will maintain a qualified product list.”

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

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

Revise Article 1019.02 of the Standard Specifications to read:

**“1019.02 Materials.** Materials shall be according to the following.

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

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

Revise Article 1019.05 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“The qualified product lists of concrete admixtures shall not apply.”

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

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

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

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

“c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor shall provide freeze/thaw test results according to AASHTO T 161, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer.”

Revise Article 1021.01 of the Standard Specifications to read:

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

Concrete admixtures shall be on one of the Department’s qualified product lists. Unless otherwise noted, admixtures shall have successfully completed and remain current with the AASHTO Product Eval and Audit Concrete Admixture (CADD) testing program. For admixture submittals to the Department; the product brand name, manufacturer name, admixture type or

types, an electronic link to the product's technical data sheet, and the NTPEP testing number which contains an electronic link to all test data shall be provided. In addition, a letter shall be submitted certifying that no changes have been made in the formulation of the material since the most current round of tests conducted by AASHTO Product Eval and Audit. After 28 days of testing by AASHTO Product Eval and Audit, air-entraining admixtures may be provisionally approved and used on Departmental projects. For all other admixtures, unless otherwise noted, the time period after which provisionally approved status may be earned is 6 months.

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

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

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

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

Prior to final approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

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

Revise Article 1021.03 of the Standard Specifications to read:

**"1021.03 Retarding and Water-Reducing Admixtures.** The admixture shall be according to the following.

- (a) Retarding admixtures shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) Water-reducing admixtures shall be according to AASHTO M 194, Type A.

- (c) High range water-reducing admixtures shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding)."

Revise Article 1021.05 of the Standard Specifications to read:

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

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

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

Revise Article 1021.06 of the Standard Specifications to read:

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

Revise Article 1021.07 of the Standard Specifications to read:

**"1021.07 Corrosion Inhibitor.** The corrosion inhibitor shall be according to one of the following.

- (a) Calcium Nitrite. Corrosion inhibitors shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution and shall comply with either the requirements of AASHTO M 194, Type C (accelerating) or the requirements of ASTM C 1582. The corrosion inhibiting performance requirements of ASTM C 1582 shall not apply.

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

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

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

Add Article 1021.08 of the Standard Specifications as follows:

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

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

Revise Article 1024.01 of the Standard Specifications to read:

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

Materials for the grout shall be according to the following.

Item	Article/Section
(a) Cement .....	1001
(b) Water .....	1002
(c) Fine Aggregate .....	1003.02
(d) Fly Ash .....	1010
(e) Ground Granulated Blast Furnace (GGBF) Slag.....	1010
(f) Concrete Admixtures .....	1021”

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

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

The nonshrink grout shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the grout shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the nonshrink grout shall be according to the manufacturer’s specifications. The Department will maintain a qualified product list.”

Revise Article 1029.02 of the Standard Specifications to read:

**“ 1029.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Cement.....	1001
(b) Fly Ash .....	1010
(c) Ground Granulated Blast Furnace (GGBF) Slag .....	1010
(d) Water.....	1002

(e) Fine Aggregate.....	1003
(f) Concrete Admixtures .....	1021
(g) Foaming Agent (Note 1)	

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

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

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

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

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

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

Item	Article/Section
(a) Cement .....	1001
(b) Water .....	1002
(c) Fly Ash .....	1010
(d) Ground Granulated Blast Furnace (GGBF) Slag.....	1010
(e) Admixtures .....	1021
(f) Packaged Rapid Hardening Mortar or Concrete .....	1018"

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

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



## **COMPENSABLE DELAY COSTS (BDE)**

Effective: June 2, 2017

Revised: April 1, 2019

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

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
  - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

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

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

### CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: January 1, 2025

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

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted according to the table below.

Horsepower Range	Model Year and Older
50-99	2003
100-299	2002
300-599	2000
600-749	2001
750 and up	2005

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

### **Diesel Retrofit Deficiency Deduction**

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

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

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

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: January 2, 2025

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

The required forms and documentation shall be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

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

6. UTILIZATION PLAN EVALUATION. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate, and adequately document the bidder has committed to DBE participation sufficient to meet the goal, or that the bidder has made good faith efforts to do so, in the event the bidder cannot meet the goal, in order for the Department to commit to the performance of the contract by the bidder.

The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the Department determines, based upon the documentation submitted, that the bidder has made a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A and the requirements of SBE 2026.

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

7. CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work the bidder commits to have performed by the specified DBEs and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE firms. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific guidelines for counting goal credit are provided in 49 CFR Part 26.55. In evaluating Utilization Plans for award the Department will count goal credit as set forth in Part 26 and in accordance with SBE Policy Memorandum 24-02.
8. CONTRACT COMPLIANCE. The Contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each DBE is listed in the Contractor's approved Utilization Plan, unless the Contractor obtains the Department's written consent to terminate the DBE or any portion of its work. The DBE Utilization Plan approved by SBE is a condition-of-award, and any deviation to that Utilization Plan, the work set forth therein to be performed by DBE firms, or the DBE firms specified to perform that work, must be approved, in writing, by the Department in accordance with federal regulatory requirements. Deviation from the DBE Utilization Plan condition-of-award without such written approval is a violation of the contract and may result in termination of the contract or such other remedy the Department deems appropriate. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan.

- (a) NOTICE OF DBE PERFORMANCE. The Contractor shall provide the Engineer with at least three days advance notice of when all DBE firms are expected to perform the work committed under the Contractor's Utilization Plan.
- (b) SUBCONTRACT. If awarded the contract, the Contractor is required to enter into written subcontracts with all DBE firms indicated in the approved Utilization Plan and must provide copies of fully executed DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (c) PAYMENT TO DBE FIRMS. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goal has been paid to the DBE. The Contractor shall document and report all payments for work performed by DBE certified firms in accordance with Article 109.11 of the Standard Specifications. All records of payment for work performed by DBE certified firms shall be made available to the Department upon request.
- (d) FINAL PAYMENT. After the performance of the final item of work or trucking, or delivery of material by a DBE and final payment to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement (form SBE 2115) to the Engineer. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

#### **GRADING AND SHAPING DITCHES (BDE)**

Effective: January 1, 2023

Delete the second paragraph of Article 214.03 of the Standard Specifications.

Delete the second paragraph of Article 214.04 of the Standard Specifications.



## PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

- (2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder

(such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 "Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates" or AASHTO PP 74 "Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method", a 50 g sample of the GTR shall conform to the following gradation requirements.

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 $\mu$ m)	95 $\pm$ 5
No. 50 (300 $\mu$ m)	> 20

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

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

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

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

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

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

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

The following grades may be specified as tack coats.

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

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

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

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

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

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % <sup>1/ 2/</sup>			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface <sup>3/</sup>
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	- -	- -	25
IL-4.75	- -	- -	35

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

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

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

## **PREFORMED PLASTIC PAVEMENT MARKING (BDE)**

Effective: June 2, 2024

Revise Article 1095.03(h) of the Standard Specifications to read:

- “(h) Glass Beads. Glass beads shall be colorless and uniformly distributed throughout the yellow and white portions of the material only. A top coating of beads shall be bonded to or directly embedded into the surface of the markings such that the beads are not easily removed when the film is scratched firmly with a thumb nail.

The glass bead refractive index shall be tested using the liquid immersion method.

Type B material shall have an inner mix of glass beads with a minimum refractive index of 1.50 and a top coating of ceramic beads bonded to top urethane wear surface with a

minimum refractive index of 1.70. Beads with a refractive index greater than 1.80 shall not be used.

Type C material shall have glass beads with a minimum refractive index of 1.50 and a layer of skid resistant ceramic particles bonded to the top urethane wear surface. The urethane wear surface shall have a nominal thickness of 5 mils (0.13 mm)."

Revise Article 1095.03(n) of the Standard Specifications to read:

"(n) Sampling and Inspection.

- (1) Sample. Prior to approval and use of preformed plastic pavement markings, the manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The independent laboratory test report shall state the lot tested, the manufacturer's name, and the date of manufacture.

After initial approval by the Department, samples and certification by the manufacturer shall be submitted for each subsequent batch used. The manufacturer shall submit a certification stating that the material meets the requirements as set forth herein and is essentially identical to the material sent for qualification. The certification shall state the lot tested, the manufacturer's name, and the date of manufacture.

- (2) Inspection. The Contractor shall provide a manufacturer's certification to the Engineer stating the material meets all requirements of this specification. All material samples for acceptance tests will be taken or witnessed by a representative of the Bureau of Materials and will be submitted to the Engineer of Materials, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations."

## **REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)**

Effective: January 1, 2024

Revised: April 1, 2024

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

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

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 "Regulated Substances Monitoring Daily Record (RSM DR)".

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

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

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

"The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth."

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

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

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

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

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

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

"Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04."

## SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)

Effective: April 1, 2024

Revised: April 2, 2024

Revise Article 701.02(d) of the Standard Specifications to read:

“(d) Pavement Marking Tapes (Note 3) .....1095.06”

Add the following Note to the end of Article 701.02 of the Standard Specifications:

“Note 3. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape.”

Revise Article 703.02(c) of the Standard Specifications to read:

“(c) Pavement Marking Tapes (Note 1) .....1095.06”

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

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

Revise Article 1095.06 of the Standard Specifications to read:

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

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

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

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

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



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

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

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

Coefficient of Retroreflected Luminance, $R_L$ , Dry					
Type I			Type IV		
Observation Angle	White	Yellow	Observation Angle	White	Yellow
0.2°	2700	2400	0.2°	1300	1200
0.5°	2250	2000	0.5°	1100	1000

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

Wet Retroreflectance, Initial $R_L$	
Color	$R_L$ 1.05/88.76
White	300
Yellow	200

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

- (1) Time in place - 400 days
- (2) ADT per lane - 9,000 (28 percent trucks)
- (3) Axle hits - 10,000,000 minimum

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

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

1/ Measured at the thickest point of the patterned surface.

2/ Measured at the thinnest point of the patterned surface.

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

(f) Sampling and Inspection.

- (1) Sample. Prior to approval and use of Type IV pavement marking tape, the manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The independent laboratory test report shall state the lot tested, the manufacturer's name, and the date of manufacture.

After initial approval by the Department, samples and certification by the manufacturer shall be submitted for each subsequent batch of Type IV tape used. The manufacturer shall submit a certification stating that the material meets the requirements as set forth herein and is essentially identical to the material sent for qualification. The certification shall state the lot tested, the manufacturer's name, and the date of manufacture.

- (2) Inspection. The Contractor shall provide a manufacturer's certification to the Engineer stating the material meets all requirements of this specification. All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and shall be submitted to the Engineer of Materials, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations."

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

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

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

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

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

## **STEEL COST ADJUSTMENT (BDE)**

Effective: April 2, 2004

Revised: January 1, 2022

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

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

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
Welded Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	11 lb/ft (16 kg/m)
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 - 12 m)	14 lb/ft (21 kg/m)
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 - 16.5 m)	21 lb/ft (31 kg/m)
Light Pole w/Mast Arm, 30 - 50 ft (9 - 15.2 m)	13 lb/ft (19 kg/m)
Light Pole w/Mast Arm, 55 - 60 ft (16.5 - 18 m)	19 lb/ft (28 kg/m)
Light Tower w/Luminaire Mount, 80 - 110 ft (24 - 33.5 m)	31 lb/ft (46 kg/m)
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 - 42.5 m)	65 lb/ft (97 kg/m)
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 - 48.5 m)	80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	64 lb/ft (95 kg/m)
Steel Railing, Type S-1	39 lb/ft (58 kg/m)
Steel Railing, Type T-1	53 lb/ft (79 kg/m)
Steel Bridge Rail	52 lb/ft (77 kg/m)
Frames and Grates	
Frame	250 lb (115 kg)
Lids and Grates	150 lb (70 kg)

## SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;

- (c) material suppliers or trucking firms that are part of the Contractor's submitted DBE utilization plan.

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

#### **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

#### **SUBMISSION OF BIDDERS LIST INFORMATION (BDE)**

Effective: January 2, 2025

Revised: March 2, 2025

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

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

## **SUBMISSION OF PAYROLL RECORDS (BDE)**

Effective: April 1, 2021

Revised: November 2, 2023

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

### **“STATEMENTS AND PAYROLLS**

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

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

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

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

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

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

Effective: November 1, 2021

Revised: November 1, 2022

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

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

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

Effective: June 2, 2012

Revised: January 2, 2025

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

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

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

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

## **WORK ZONE TRAFFIC CONTROL DEVICES (BDE)**

Effective: March 2, 2020

Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports ..... 1106.02”

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

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees



of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer's specifications."

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

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

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

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

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

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices shall be MASH compliant.

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

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

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

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

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

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

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

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

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."

#### **WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within **35** working days.

**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid 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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, 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 are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and 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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph



2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.



(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its repurchase costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

**ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

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

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

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

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

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

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

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.