

# 056

**Letting June 12, 2026**

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



**Contract No. 66A91  
LASALLE County  
Section (50-2)RS-6(50-3)RS-7  
Route FAI 80  
Project NHPP-D846(464)  
District 3 Construction Funds**

Prepared by

Checked by

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(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. June 12, 2026 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. 66A91  
LASALLE County  
Section (50-2)RS-6(50-3)RS-7  
Project NHPP-D846(464)  
Route FAI 80  
District 3 Construction Funds**

**Pavement resurfacing on the I-80 and I-39 interchange entrance/exit ramps with minor rehabilitation and repair work at select structures, improvements to existing pipe & box culverts, slope & ditch grading, upgrading guardrails, impact attenuators, high tension cable barriers, and superelevation on FAI 80(I-80) from 0.1 miles east of IL-351 to 0.3 miles west of IL-178. Approximately 4.13 miles gross length.**

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

By Order of the  
Illinois Department of Transportation

Gia Biagi,  
Secretary

INDEX  
 FOR  
 SUPPLEMENTAL SPECIFICATIONS  
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2026

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction  
 (Adopted 1-1-22) (Revised 1-1-26)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
109 Measurement and Payment .....	1
202 Earth and Rock Excavation .....	2
204 Borrow and Furnished Excavation .....	3
207 Porous Granular Embankment .....	4
211 Topsoil and Compost .....	5
214 Grading and Shaping Ditches .....	6
406 Hot-Mix Asphalt Binder and Surface Course .....	7
407 Hot-Mix Asphalt Pavement (Full-Depth) .....	9
420 Portland Cement Concrete Pavement .....	10
502 Excavation for Structures .....	11
504 Precast Concrete Structures .....	12
509 Metal Railings .....	13
522 Retaining Walls .....	14
540 Box Culverts .....	15
542 Pipe Culverts .....	35
550 Storm Sewers .....	44
586 Granular Backfill for Structures .....	51
601 Pipe Drains, Pipe Underdrains, and French Drains .....	52
630 Steel Plate Beam Guardrail .....	53
632 Guardrail and Cable Road Guard Removal .....	54
644 High Tension Cable Median Barrier .....	55
665 Woven Wire Fence .....	56
701 Work Zone Traffic Control and Protection .....	57
781 Raised Reflective Pavement Markers .....	59
782 Reflectors .....	60
801 Electrical Requirements .....	62
821 Roadway Luminaires .....	65
1003 Fine Aggregates .....	66
1004 Coarse Aggregates .....	67
1010 Finely Divided Minerals .....	69
1020 Portland Cement Concrete .....	70
1030 Hot-Mix Asphalt .....	73
1040 Drain Pipe, Tile, and Wall Drain .....	74
1042 Precast Concrete Products .....	75
1061 Waterproofing Membrane System .....	76
1067 Luminaire .....	77
1097 Reflectors .....	84
1102 Hot-Mix Asphalt Equipment .....	85

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>	<u>PAGE NO.</u>
1 X Additional State Requirements for Federal-Aid Construction Contracts .....	87
2 X Subletting of Contracts (Federal-Aid Contracts) .....	90
3 X EEO .....	91
4 Specific EEO Responsibilities Nonfederal-Aid Contracts .....	101
5 Required Provisions - State Contracts .....	106
6 Asbestos Bearing Pad Removal .....	112
7 Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal .....	113
8 Temporary Stream Crossings and In-Stream Work Pads .....	114
9 X Construction Layout Stakes .....	115
10 Use of Geotextile Fabric for Railroad Crossing .....	118
11 Subsealing of Concrete Pavements .....	120
12 Hot-Mix Asphalt Surface Correction .....	124
13 X Pavement and Shoulder Resurfacing .....	126
14 Patching with Hot-Mix Asphalt Overlay Removal .....	127
15 Polymer Concrete .....	129
16 Reserved .....	131
17 Bicycle Racks .....	132
18 Temporary Portable Bridge Traffic Signals .....	134
19 X Nighttime Inspection of Roadway Lighting .....	136
20 English Substitution of Metric Bolts .....	137
21 Calcium Chloride Accelerator for Portland Cement Concrete .....	138
22 Quality Control of Concrete Mixtures at the Plant .....	139
23 X Quality Control/Quality Assurance of Concrete Mixtures .....	147
24 Reserved .....	163
25 Reserved .....	164
26 Temporary Raised Pavement Markers .....	165
27 Restoring Bridge Approach Pavements Using High-Density Foam .....	166
28 Portland Cement Concrete Inlay or Overlay .....	169
29 Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching .....	173
30 Longitudinal Joint and Crack Patching .....	176
31 Concrete Mix Design – Department Provided .....	178
32 X Station Numbers in Pavements or Overlays .....	179

## TABLE OF CONTENTS

LOCATION OF PROJECT .....	1
DESCRIPTION OF PROJECT .....	1
STATUS OF UTILITIES TO BE ADJUSTED: .....	1
REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES .....	3
PAVEMENT PATCHING .....	6
CROSSING STRUCTURES WITH MATERIAL TRANSFER DEVICE .....	9
AGGREGATE SHOULDERS TYPE B .....	9
DRAINAGE MITIGATION ON MILLING AND RESURFACING PROJECTS .....	9
HOT-MIX ASPHALT MOW STRIP .....	10
TACK COAT .....	10
BRIDGE DECK LATEX OR MICROSILICA CONCRETE OVERLAY, CUT OFF DATE .....	10
SHOULDER STABILIZATION AT GUARDRAIL .....	11
HIGH TENSION CABLE MEDIAN BARRIER – DRIVEN LINE POSTS .....	11
CONCRETE HEADWALLS FOR PIPE DRAIN (SPECIAL) .....	12
WIDTH RESTRICTION SIGN .....	13
VEHICLE PARKING .....	13
CHANGEABLE MESSAGE SIGN .....	13
CHANGEABLE MESSAGE SIGNS FOR TEMPORARY RAMP CLOSURES .....	14
UNEVEN LANES .....	14
TRAFFIC CONTROL SURVEILLANCE .....	14
PLASTIC DRUMS .....	14
ALTERNATE ROUTE SIGNING .....	15
TRAFFIC CONTROL AND PROTECTION, STANDARD 701426 .....	15
LINEAR DELINEATOR PANELS, 4 INCH .....	15
MODIFIED URETHANE PAVEMENT MARKING – TWO APPLICATIONS .....	17
LINEAR DELINEATION PANELS (TEMPORARY BARRIER WALL) .....	17
SMART TRAFFIC MONITORING SYSTEM .....	19
CONTROL OF WORK – SMART WORK ZONE .....	22
CHANGEABLE MESSAGE SIGNS FOR TEMPORARY RAMP CLOSURES .....	22
TRAFFIC SIGNAL BACKPLATE, LOUVERED, FORMED PLASTIC, SPECIAL .....	23
TEMPORARY RUMBLE STRIPS (SPECIAL) .....	23
TRAFFIC CONTROL AND PROTECTION, STANDARD 701401 .....	24

NIGHTTIME WORK AND KEEPING ROADS OPEN TO TRAFFIC .....	24
INTERIM RELOCATION OF TEMPORARY CONCRETE BARRIER.....	25
CATCH BASINS TO BE CLEANED.....	25
FILLING INLETS.....	25
HELICAL GROUND ANCHORS.....	26
HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH.....	29
PORTLAND CEMENT CONCRETE SURFACE REMOVAL $\frac{3}{4}$ " .....	30
STRUCTURAL STEEL REPAIR.....	30
SLOPE WALL CRACK SEALING.....	30
SLOPE WALL REPAIR.....	31
SLOPE WALL SLURRY PUMPING.....	31
REMOVE EXISTING FLARED END SECTION.....	32
FILLING EXISTING CULVERTS .....	32
DELINEATOR REMOVAL .....	33
REMOVE IMACT ATTENUATOR SAND MODULE .....	33
REMOVE AND REINSTALL HIGH TENSION CABLE MEDIAN BARRIER.....	33
REMOVE HIGH TENSION CABLE MEDIAN BARRIER TERMINAL .....	34
FENCE REMOVAL.....	34
TEMPORARY CONCRETE BARRIER (TO REMAIN PERMANENTLY).....	34
RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL.....	35
RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REPLACEMENT .....	35
DEBRIS REMOVAL .....	35
PIPE UNDERDRAIN REMOVAL .....	36
RELOCATING NAME PLATES .....	36
MAINTENANCE (CORPS OF ENGINEERS NWP # 3) .....	36
DRILL AND GROUT BARS .....	38
TEMPORARY SHORING AND CRIBBING.....	38
DIAMOND GRINDING AND SURFACE TESTING BRIDGE SECTIONS.....	39
BRIDGE DECK GROOVING (LONGITUDINAL) .....	44
HOT DIP GALVANIZING FOR STRUCTURAL STEEL .....	45
BAR SPLICERS, HEADED REINFORCEMENT .....	48
BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) .....	49
BRIDGE DECK CONCRETE OVERLAYS.....	51
CEMENT, FINELY DIVIDED MINERALS, ADMIXTURES, CONCRETE, AND MORTAR (BDE) 59	

COMPENSABLE DELAY COSTS (BDE).....	74
CONCRETE BARRIER (BDE) .....	77
CONCRETE SEALER (BDE) .....	77
DECK SLAB REPAIR.....	78
EROSION CONTROL BLANKET (BDE).....	81
FUEL COST ADJUSTMENT (BDE).....	84
GUARDRAIL (BDE) .....	86
HOT-MIX ASPHALT (BDE).....	86
HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT (BDE).....	90
PAVEMENT MARKING (BDE).....	91
PAVEMENT PATCHING (BDE) .....	91
PERFORMANCE GRADED ASPHALT BINDER (BDE).....	92
PREFORMED PLASTIC PAVEMENT MARKING (BDE) .....	97
RAISED REFLECTIVE PAVEMENT MARKERS (BDE).....	98
REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE).....	98
SEEDING (BDE).....	100
SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE).....	105
SIGN PANELS AND APPURTENANCES (BDE) .....	108
SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE).....	109
SPEED DISPLAY TRAILER (BDE).....	110
STEEL COST ADJUSTMENT (BDE).....	111
STRUCTURAL REPAIR OF CONCRETE (BDE).....	113
SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE) .....	119
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE) .....	120
SUBMISSION OF BIDDERS LIST INFORMATION (BDE) .....	120
SUBMISSION OF PAYROLL RECORDS – FEDERAL AID CONTRACT (BDE) .....	120
SURFACE TESTING OF PAVEMENTS – IRI (BDE) .....	122
SURVEYING SERVICES (BDE) .....	128
TEMPORARY CONCRETE BARRIER (BDE) .....	128
TEMPORARY RUMBLE STRIPS (BDE) .....	128
TRAINING SPECIAL PROVISIONS (BDE) .....	129
IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION .	131
VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE).....	133
WOOD SIGN SUPPORT (BDE).....	133

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)..... 134  
WORKING DAYS (BDE) ..... 136  
PROJECT LABOR AGREEMENT ..... 137  
SWPPP..... 155

**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 FAI Route 80 (I-80), Project NHPP-D846(464), Section (50-2)RS-6,(50-3)RS-7, LaSalle County, Contract No.66A91 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

**LOCATION OF PROJECT**

The project is located on FAI Route 80 (I-80) approximately 0.1 mile east of IL 351 to 0.3 mile west of IL 178, in Dimmick, LaSalle, Utica, and Waltham Townships, S1,5,6,34,35,36-T34N,T33N-R1E,R2E, LaSalle County, Illinois.

**DESCRIPTION OF PROJECT**

The project consists of pavement milling and resurfacing on I-80 and an overlay on the I-80 and I-39 interchange entrance/exit ramps with minor rehabilitation/repair work at select structures, improvements to existing pipe & box culverts, patching, slope and ditch grading, upgrading guardrails, high tension cable barriers, and superelevation.

**STATUS OF UTILITIES TO BE ADJUSTED:**

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

<u>Name &amp; Address of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Date Relocation Complete</u>
Ameren 340 Raccuglia Dr PO Box 1428 LaSalle, IL 61301	Gas/Electric	Ameren does not have any underground gas facilities in the project area. For electric, Ameren crosses I-80 with underground lighting in two different areas of the IL 351 interchange; they have facilities north and south of the I-80 / I-39 interchange, and at E 6 <sup>th</sup> Road,	No conflicts are anticipated.

<u>Name &amp; Address of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Date Relocation Complete</u>
		near Pecumsaugen Creek, and other areas.	
AT&T - Distribution 1000 Commerce Drive Floor 1 Oak Brook, IL 60523  AT&T Ref: LS1114	Communications	They have a buried cable which crosses I-80 near station 737+00.	No conflicts are anticipated.
LaSalle, City of 1400 N 27th Road Ottawa IL 61350  Brian Brown o: 815-223-3755 x 5019 c: 815-223-9508 <a href="mailto:b.brown@lasalle-il.gov">b.brown@lasalle-il.gov</a>	Public Works	We never received a response from LaSalle.	No conflicts are anticipated.
North Utica, Village of P.O. Box 188 248 W Canal Street Utica, IL o: 815-667-4111 f: 815-667-4679  Laurie A. Gbur Village Clerk <a href="mailto:clerk@utica-il.gov">clerk@utica-il.gov</a>  Kevin Heitz Village Engineer New Heitz Engineering P.O. Box 188 Utica, IL 61373 o: 815-667-4111 c: 815-667-4679 <a href="mailto:eng@utica-il.gov">eng@utica-il.gov</a>	Public Works	We never received a response from North Utica.	No conflicts are anticipated.
Peru, City of 1901 4th Street Peru, IL 61354 f: 815-223-9381	Public Works	We never received a response from Peru.	No conflicts are anticipated.

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

Above utility relocation information reflected as of February 25, 2026.

## **REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES**

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

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

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

### **ISGS Site 4535-2 – ROW, I-80 ROW between approximately M.M. 77 and M.M. 81, LaSalle and unincorporated Dimmick, LaSalle, Utica, and Waltham townships, LaSalle County**

- Station 681+30 to Station 690+03 (CL I-80) from 120 feet RT to 120 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 699+13 to Station 705+70 (CL I-80) from 130 feet RT to 125 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Manganese.
- Station 705+70 to Station 709+86 (CL I-80) from 120 feet RT to 135 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 709+86 to Station 713+71 (CL I-80) from 125 feet RT to 120 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminant of concern sampling parameter: SVOCs, Iron, and Manganese.
- Station 713+71 to Station 724+97 (CL I-80) from 115 feet RT to 130 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 724+97 to Station 735+24 (CL I-80) from 110 feet RT to 130 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron and Manganese.
- Station 735+24 to Station 738+10 (CL I-80) from 115 feet RT to 135 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron and Manganese.
- Station 741+77 to Station 746+52 (CL I-80) from 155 feet RT to 165 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 746+52 to Station 750+68 (CL I-80) from 155 feet RT to 170 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the

criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.

- Station 750+68 to Station 753+76 (CL I-80) from 150 feet RT to 165 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 753+76 to Station 757+87 (CL I-80) from 150 feet RT to 160 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Manganese.
- Station 757+87 to Station 762+21 (CL I-80) from 140 feet RT to 150 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 762+21 to Station 773+86 (CL I-80) from 135 feet RT to 155 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 773+86 to Station 786+40 (CL I-80) from 125 feet RT to 235 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron and Manganese.
- Station 798+67 to Station 809+37 (CL I-80) from 110 feet RT to 120 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 809+37 to Station 818+28 (CL I-80) from 105 feet RT to 115 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 818+28 to Station 832+35 (CL I-80) from 105 feet RT to 110 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 839+99 to Station 846+74 (CL I-80) from 105 feet RT to 110 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 855+20 to Station 863+47 (CL I-80) from 120 feet RT to 130 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 863+47 to Station 869+00 (CL I-80) from 120 feet RT to 145 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 16+00 to Station 18+00 (CL Loop A) from 35 feet RT to 65 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.

- Station 265+74 to Station 271+19 (CL I-39 Ramp D) from 65 feet RT to 360 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 161+95 to Station 164+04 (CL I-39 Ramp B) from 55 feet RT to 70 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 38+90 to Station 40+90 (CL Loop B) from 50 feet RT to 75 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron and Manganese.
- Station 219+00 to Station 222+50 (CL I-39 Ramp C) from 90 feet RT to 270 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(c). Contaminant of concern sampling parameter: Iron.
- Station 103+85 to Station 104+41 (CL I-39 Ramp A) from 90 feet RT to 270 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminant of concern sampling parameter: VOCs, SVOCs, and Metals.
- Station 284+02 to Station 284+52 (CL I-39 Ramp D) from 90 feet RT to 270 feet LT. The Engineer has determined this material in the vicinity of the station and off-set meets the criteria of and shall be managed in accordance with Article 669.05(a)(5). Contaminant of concern sampling parameter: VOCs, SVOCs, and Metals.

### **Work Zones**

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

Additional information on the above sites collected during the Phase I Engineering process is available through the District's Environmental Studies Unit (DESU).

Any waste generated as a special waste, or a waste not certified as a non-special waste from this project, should be manifested off-site using the IEPA Bureau of Land generator number associated IDOT right-of-way in the affected County. **The IEPA generator number for IDOT right-of-way in LaSalle County is 0998995005.**

### **PAVEMENT PATCHING**

(Effective April 11, 2016; Revised April 27, 2018)

Description. This work shall consist of the removal of the existing pavement, the necessary excavation and the replacement with the class and type of patch specified at designated locations.

This work shall be according to Section 442 of the Standard Specifications for Class A and Class B patching and as modified herein.

Materials. Materials shall be according to Article 442.02 of the Standard Specifications and as modified below.

Revise the first paragraph of Article 1020.05(d)(2)b(2) to read:

- (2) Class C Fly Ash. For cement aggregate mixture II, Class PV, RR, BS, PC, PS, DS, SC, and SI concrete, Class C fly ash shall be a minimum of 25.0 percent by weight (mass) of the cement and finely divided minerals summed together. For PP-1 and PP-2 concrete, Class C fly ash shall be a minimum of 15.0 percent by weight (mass) of the cement and finely divided minerals summed together.

Revise the first paragraph of Article 1020.05(d)(2)b(3) to read:

- (3) When GGBF slag is used in Class PV, RR, BS, PC, PS, DS, SC, and SI concrete, ground granulated blast-furnace slag shall be a minimum of 25.0 percent by weight (mass) of the cement and finely divided minerals summed together. For PP-1 and PP-2 concrete, Ground Granulated Blast-Furnace Slag shall be a minimum of 15.0 percent by weight (mass) of the cement and finely divided minerals summed together.

### CONSTRUCTION REQUIREMENTS

Pavement Removal. Pavement removal shall be according to Article 442.05 of the Standard Specifications and as modified herein.

Revise Article 442.05(a) to read:

- (a) Class A Patches. Two transverse full depth saw cuts shall be made perpendicular to the centerline at each end of the patch, except that the saw cuts may be skewed slightly if necessary to maintain a minimum distance of 18 in. from the end of the patch to the nearest transverse crack in the pavement to remain in place. When approved by the Engineer, this minimum distance may be reduced to 6 in. in areas of close crack spacing where the pavement otherwise appears to be sound. The longitudinal edges of the patch shall be formed by full depth saw cuts. Saw cut extensions into pavement which is to remain in place will not be permitted. All saw cuts shall be made with an approved concrete saw. After the transverse saw cuts have been made, intermediate cuts as shown on plan details may be made to make pressure relief cuts or to reduce the pavement length to a size that accommodates removal and hauling operations. The saw cutting operations shall be controlled to limit subbase penetration to a maximum of 1/2 in.

The shoulder between the full-depth saw cut and the pavement edge shall be removed using a hand held hammer and hand tools prior to pavement removal. If available, the Contractor may use an approved wheel saw to make the shoulder cut and removal.

When the patch is adjacent to a portland cement concrete shoulder, a saw cut shall be made at the shoulder-pavement joint sufficiently deep to sever the tie bars. A second full depth saw cut shall be made in the pavement a minimum of 4 in. from the edge of the shoulder. The pavement between the full depth saw cut and the shoulder edge shall be removed using a handheld hammer and hand tools prior to removal of the remaining pavement.

The pavement between the saw cuts shall be removed by lifting. Sufficient care shall be taken to minimize subbase disturbance and prevent spalling of the pavement that is to remain in place. Any subbase or stabilized subbase material disturbed during pavement removal operations or determined unsuitable by the Engineer shall be removed and replaced with patch material.

If the Engineer determines that the concrete has deteriorated to the extent that it is not practical to lift, the pavement may be broken into small pieces and removed. The breaking equipment shall not transfer impact energy greater than 3,000 foot/pound per blow to the pavement surface.

Should the Contractor's operations cause a spall having a width or depth greater than 1 in. in the pavement to remain in place or cause excessive shattering or underbreaking of the existing slab to remain in place, a new saw cut shall be made extending the patch to remove the spall or underbreaking. After pavement removal, the pavement structure will be inspected by the Engineer to determine if it is sufficiently sound. If determined unsound, the Contractor shall extend the patch as directed by the Engineer.

Revise Article 442.06(a)(1) to read:

(a) Reinforcement, Dowel Bars, and Joints. Reinforcement, dowel bars, and joints shall be according to the following.

(1) Class A Patching. The reinforcement shall be constructed according to Articles 508.03 through 508.09. Patches more than 20 ft in length, including half-lane patches, shall be tied to the adjacent pavement, portland cement concrete shoulders, and curb and gutter with No. 6 transverse epoxy coated tie bars, 24 in. long, embedded 8 in. at 36 in. centers according to Article 420.05(b).

Patch reinforcement (longitudinal) shall be tied to No. 6 epoxy coated tie bars, 32 in. long drilled and grouted 8 in. into existing pavement at a spacing that matches that of the existing pavement reinforcement.

The Contractor shall tie the steel together, using at least two secure ties for each lap splice according to Article 508.08(a)(1).

Reinforcement steel shall be placed and supported on chairs according to Article 508.06, and the placement tolerance for individual reinforcement bars shall be  $\pm 1$  in. horizontally and vertically.

When the existing reinforcement is welded wire reinforcement, the longitudinal reinforcement bars shall be the same size and spacing as the existing longitudinal reinforcement.

Revise the sixth paragraph of Article 442.06(a)(2) of the Standard Specifications to read:

“Patches more than 20 ft in length shall be tied to the adjacent lane of pavement, portland cement concrete shoulders, and curb and gutter with No. 6 tie bars, 24 in. long, embedded 8 in. at 36 in. centers according to Article 420.05(b).”

Add the following sentence to the first paragraph of Article 442.06(d):

The patch material shall match the elevation of the existing concrete pavement or hot-mix asphalt surface.

## **CROSSING STRUCTURES WITH MATERIAL TRANSFER DEVICE**

(Effective May 23, 2001; Revised January 1, 2025)

The Bureau of Bridges and Structures has analyzed the existing structures within the specified construction zone. Based on this analysis, an emptied Material Transfer Device with the identified maximum gross weight restrictions shown for each structure, will be allowed to cross the following structures:

Based on our structural analysis, the following structures can be crossed with an empty Category I MTD with the following maximum gross weight restrictions:

SN 050-0220 (40 tons)  
SN 050-0221 (40 tons)  
SN 050-2500 (40 tons)  
SN 050-0007 (40 tons)  
SN 050-0008 (40 tons)  
SN 050-2501 (40 tons)  
SN 050-2502 (40 tons)  
SN 050-0230 (40 tons)  
SN 050-0248 (40 tons)

If the same MTD is used throughout the entire contract, then it must be limited to an empty gross weight  $\leq 40$  tons.

If the same Material Transfer Device is used throughout the entire project, it shall be limited to an empty gross weight based on the smallest weight identified in the list above.

## **AGGREGATE SHOULDERS TYPE B**

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

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

## **DRAINAGE MITIGATION ON MILLING AND RESURFACING PROJECTS**

(Effective January 1, 2022)

Milling operations on this project have the potential to cause water encroachment on the travel lanes during and after a rainfall event. The Contractor shall schedule the milling and resurfacing operations to minimize the potential for the encroachment. The Contractor shall be responsible for mitigating any encroachments as directed by the Engineer. Mitigation may include but not be limited to constructing lateral ditches through shoulders and modifying then repairing curb inlets to provide drainage.

The work associated with drainage mitigation will be included in the cost of the Hot-Mix Asphalt Surface Removal pay item.

**HOT-MIX ASPHALT MOW STRIP**

(Effective January 1, 2022)

This pay item consists of the labor, equipment, and materials to construct a hot-mix asphalt weed control mowing strip 4 ft wide by 4 in. deep at the locations identified in the plans.

The hot-mix asphalt material used for the mow strip shall be as defined in the Hot-Mix Asphalt Requirement Table located in the plans.

Prior to the placement of the hot-mix asphalt mow strip, the contractor shall prepare the strip bed by compacting, milling, or excavating to a depth of 4 in. The finished strip shall be flush with the final earth grade.

The 4 in. of hot-mix asphalt shall be placed on the prepared strip bed and be compacted to the satisfaction of the Engineer.

Installation of the line posts for the High Tension Cable Median Barrier shall not begin until the hot-mix asphalt material has cooled to the satisfaction of the Engineer. The line posts shall be driven through holes cored or formed in the completed mow strip.

This work will be measured for payment in place and the area computed in square yards. The width shall be as shown on the plans. This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT MOW STRIP, which shall include the cost of the hot-mix asphalt, any earthwork required for the strip bed, hole coring or forming, and all work and materials as specified herein.

**TACK COAT**

(Effective December 10, 2025)

Replace the application rate table in Article 406.05 (c)(1) of the Standard Specifications with the following:

Type of Surface to be Tacked	Residual Asphalt Rate lb/sq ft
Concrete, Existing HMA, and Milled HMA	.05
New HMA and Brick	.05

**BRIDGE DECK LATEX OR MICROSILICA CONCRETE OVERLAY, CUT OFF DATE**

(Effective April 5, 2024)

Placement of concrete for latex or microsilica overlays shall be between April 15 and October 15 unless approved, in writing, by the Engineer.

## **SHOULDER STABILIZATION AT GUARDRAIL**

(Effective February 7, 2013)

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

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

## **HIGH TENSION CABLE MEDIAN BARRIER – DRIVEN LINE POSTS**

(Effective January 1, 2022)

Revise Note 2 in Article 644.02 of the Standard Specifications to read:

“Note 2. The wire rope (cable) shall be according to AASHTO M 30, Type 1 with Class A coating, of the diameter shown in the manufacturer’s specifications. Additionally, the wire rope shall be prestretched and shall have a minimum breaking strength of 39,900 lbs (177 kN) for 3/4 in. (19 mm) wire rope (individual wire strength equivalent to 174,000 psi (1200 N/sq mm)) and the prestretched wire rope shall have a minimum modulus of elasticity of 11,805,000 psi (8300 kg/sq mm).”

Revise the first paragraph of Article 644.05 of the Standard Specifications to read:

“**644.05 Line Posts.** Line posts for the HTC median barrier shall consist of driving posts directly into the soil. Posts shall be placed at the spacing and depth recommended by the manufacturer. When the barrier is to be placed within paved shoulders or mow strips, the paved area(s) shall be constructed first, and the posts driven in cored or formed holes.”

Revise Article 782.01 of the Standard Specifications to read:

“**782.01 Description.** This work shall consist of furnishing and installing reflectors on guardrail, barrier wall, high tension cable (HTC) median barrier, and curbs.”

Revise the first paragraph of Article 782.04 of the Standard Specifications to read:

“**782.04 Guardrail, Barrier Wall, and High Tension Cable Median Barrier Reflectors.** Guardrail, barrier wall, and HTC median barrier reflectors shall be according to the following.”

Add the following to the end of Article 782.04 of the Standard Specifications:

“(d) High Tension Cable Median Barrier Reflectors. HTC median barrier reflectors shall be monodirectional and attached to each anchorage post and first line post. Beyond the first line post, the reflectors shall be spaced according to the following table.

Reflector Spacing Table	
Distance from HTC to Outside Edge of Shoulder	Nominal Spacing
≤ 8 ft (2.4 m)	80 ft (24 m)
> 8 ft (2.4 m) but ≤ 30 ft (9.1 m)	400 ft (122 m)
> 30 ft (9.1 m)	Omit Reflectors

HTC median barrier reflectors shall be attached at a minimum height of 24 in. (600 mm) above ground level at the base of the post. The method of attaching HTC median barrier reflectors shall be as specified by the manufacturer.”

Revise Article 782.07 of the Standard Specifications to read:

“**782.07 Basis of Payment.** This work will be paid for at the contract unit price per each for GUARDRAIL REFLECTORS, of the type specified, BARRIER WALL REFLECTORS, of the type specified, HIGH TENSION CABLE MEDIAN BARRIER REFLECTORS, or CURB REFLECTORS.”

Revise the first paragraph of Article 1097.02 of the Standard Specifications to read:

“**1097.02 Guardrail, Barrier Wall, and High Tension Cable Median Barrier Reflectors.** Guardrail, barrier wall, and HTC median barrier reflectors shall be according to the following.”

Revise the last paragraph of Article 1097.02 of the Standard Specifications to read:

“(d) High Tension Cable Median Barrier Reflectors. HTC median barrier reflectors shall be monodirectional, amber colored, and provide a minimum reflective area of 7 sq in. (4520 sq mm). The reflective sheeting shall meet Type AZ according to Article 1091.03 and meet the minimum coefficient of retroreflection for “white” and “yellow” as specified therein. The reflector shall be approved by the HTC system manufacturer as compatible with the system.

The base material shall be fabricated from high impact thermoplastic, polycarbonate, nylon, or other approved material which shall not shatter or crack under impact at temperatures of -30 °F (-34 °C).”

**CONCRETE HEADWALLS FOR PIPE DRAIN (SPECIAL)**  
 (Effective January 1, 2026)

This work shall consist of constructing underdrain outlet protectors in accordance with the details shown on the plans and Article 601.05 of the Standard Specifications.

Basis of Payment. Concrete headwalls for pipe drain (special) will be paid for at the contract unit price per each for CONCRETE HEADWALLS FOR PIPE DRAIN (SPECIAL).

**WIDTH RESTRICTION SIGN**  
 (Effective April 24, 2017)

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

MAX WIDTH	MILES AHEAD	SIGN LOCATION
11'-6"	3/4 MILES AHEAD	1 sign on EB I-80, 1500' west of exit to IL 351 in Stage 1, Stage 1A, Stage 1B, Stage 1C, and Stage 2
11'-6"	1 MILES AHEAD	1 sign on WB I-80, 1500' east of exit to IL 178 in Stage 1, Stage 1A, Stage 1B, Stage 1C, and Stage 2
11'-6"	1/2 MILES AHEAD	SB on north leg of I-39 at the I-80 & I-39 interchange in Stage 1, Stage 1A, Stage 1B, Stage 1C, and Stage 2
11'-6"	3 MILES AHEAD	NB on the south leg of IL 351 & US 6 in Stage 1, Stage 1A, Stage 1B, Stage 1C, and Stage 2
11'-6"	3 MILES AHEAD	EB on the west leg of IL 351 & US 6 in Stage 1, Stage 1A, Stage 1B, Stage 1C, and Stage 2
11'-6"	3/4 MILES AHEAD	NB on the south leg of IL 178 & US 6 in Stage 1, Stage 1A, Stage 1B, Stage 1C, and Stage 2
11'-6"	3/4 MILES AHEAD	WB on the east leg of IL 178 & US 6 in Stage 1, Stage 1A, Stage 1B, Stage 1C, and Stage 2

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

**VEHICLE PARKING**  
 (Revised January 1, 2007)

Parking of personal vehicles within the interstate right of way will be strictly prohibited. Parking of construction equipment within the right of way will be permitted only at locations approved by the Engineer and never within median area or overnight on any roadway area.

**CHANGEABLE MESSAGE SIGN**  
 (Effective December 1, 1999; Revised January 26, 2026)

In addition to any changeable message signs shown in the traffic control standards, the Contractor shall furnish four (4) Changeable Message Signs for this project. The signs shall be operational two weeks prior to any lane closure and shall be located as directed by the Engineer. Any relocation of the signs directed by the Engineer during construction will not be paid for separately, but shall be included in the cost of the Changeable Message Sign.

Basis of Payment. This work will be paid for at the contract unit price per calendar DAY for each sign as CHANGEABLE MESSAGE SIGN.

## **CHANGEABLE MESSAGE SIGNS FOR TEMPORARY RAMP CLOSURES**

In addition to any changeable message signs shown in the traffic control standards, the Contractor shall furnish 12 Changeable Message Signs (CMS) for the ramp closures. The signs shall be operational one week prior to any ramp closure at the I-39 interchange. Three (3) CMS for each leg of I-39 and I-80 shall be located as directed by the Engineer. Ramp closures will only be permitted from 7pm Sunday through 6am on Friday for pavement patching, placement of the ultra-thin bonded wearing surface on the ramps, and for the ramp terminal connections with I-80. Each ramp shall not be closed for more than five (5) days. Ramp closures shall be alternated to ensure that at least one ramp is open in each direction. The alternate routes will utilize state routes IL 178, US 52, IL 251 and US 6. The display messages shown on the CMS shall be approved by the Engineer. Any relocation of the CMS directed by the Engineer during construction will not be paid for separately but shall be included in the cost of the CHANGEABLE MESSAGE SIGN per CAL DAY.

## **UNEVEN LANES**

(Effective July 24, 2000, Revised December 14, 2009)

Two "UNEVEN LANES" signs (W8-11(FO)) shall be installed at intervals not greater than 2 miles and on all entrance ramps when work creates a difference in elevation between lanes that will be open to traffic. These signs shall be removed or covered when the lanes are returned to the same elevation. These signs will not be paid for separately but shall be included in the cost of the applicable traffic control items.

## **TRAFFIC CONTROL SURVEILLANCE**

(Effective January 1, 2016)

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

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

## **PLASTIC DRUMS**

(Effective August 15, 2005; Revised April 27, 2018)

Plastic drums according to Standard 701901 shall be used in lieu of cones, Type I and Type II barricades, and vertical barricades throughout lane closures.

### **ALTERNATE ROUTE SIGNING**

(Effective August 1, 2008; Revised September 28, 2012)

**Description.** This work shall consist of the furnishing, installation, maintenance, and removal of signing for an alternate route for Interstate Route I-80 as shown on the plans.

**Materials.** Materials shall be according to the applicable portions of Section 701 of the Standard Specifications and as shown on the plans.

**Construction Requirements.** The alternate route signing shall be in place prior to beginning construction on Interstate Route I-80 and shall remain in place until the completion of the project. If all lanes of the Interstate are to remain open for an extended period of time during the project, such as a winter shutdown, the Contractor shall cover the signs until lane closures resume.

**Method of Measurement.** Alternate route signing will be measured for payment on a lump sum basis.

**Basis of Payment.** This work will be paid for at the contract lump sum price for ALTERNATE ROUTE SIGNING.

### **TRAFFIC CONTROL AND PROTECTION, STANDARD 701426**

(Effective May 28, 2025)

**Description.** When Standard 701426 is utilized by the contractor, the contractor shall provide a changeable message sign and an additional vehicle with a truck mounted attenuator and arrow board. The placement and location of the changeable message sign and additional vehicle shall be determined by the Resident Engineer/Technician for the project.

**Basis of Payment.** This work will not be paid for separately but will be considered included with the various contract items.

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

(Effective January 1, 2022)

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

### **CONSTRUCTION REQUIREMENTS**

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

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

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

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

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

Daytime color requirements shall be determined from measurement of the retroreflective sheeting applied to aluminum test panels. Daytime color shall be measured instrumentally using a spectrophotometer employing annular 45/0 (or equivalent 0/45) illuminating and viewing geometry. Measurements shall be made in accordance with ASTM E1164 for ordinary colors or ASTM E2153 for fluorescent colors. Chromaticity coordinates shall be calculated for CIE Illuminant D65 and the CIE 1931 (2o) Standard Colorimetric Observer in accordance with ASTM E308 for ordinary colors or ASTM E2152 for fluorescent colors.

**Chromaticity Limits for White**

	x	y	x	y	x	y	x	y	Limit Y (%)	
									Min	Max
White	0.303	0.287	0.368	0.353	0.340	0.380	0.274	0.316	40	-

**Chromaticity Limits for Fluorescent Yellow**

	x	Y	x	Y	x	y	x	y	Total Luminance Factor YT (%)
									Min
Fluor. Yellow	0.521	0.424	0.557	0.442	0.479	0.520	0.454	0.491	40

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

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

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

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

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

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

#### **MODIFIED URETHANE PAVEMENT MARKING – TWO APPLICATIONS** (Effective March 30, 2023)

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

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

#### CONSTRUCTION REQUIREMENTS

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

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

#### **LINEAR DELINEATION PANELS (TEMPORARY BARRIER WALL)** (Effective March 30, 2023)

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

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

Daytime color requirements shall be determined from measurement of the retroreflective sheeting applied to aluminum test panels. Daytime color shall be measured instrumentally using a spectrophotometer employing annular 45/0 (or equivalent 0/45) illuminating and viewing geometry. Measurements shall be made in accordance with ASTM E1164 for ordinary colors or ASTM E2153 for fluorescent colors. Chromaticity coordinates shall be calculated for CIE Illuminant D65 and the CIE 1931 (2o) Standard Colorimetric Observer in accordance with ASTM E308 for ordinary colors or ASTM E2152 for fluorescent colors.

**Chromaticity Limits for White**

	x	y	x	y	x	y	x	y	Limit Y (%)	
									Min	Max
White	0.303	0.287	0.368	0.353	0.340	0.380	0.274	0.316	40	-

**Chromaticity Limits for Fluorescent Orange**

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

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

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

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

## **SMART TRAFFIC MONITORING SYSTEM**

(Effective March 30, 2023; Revised May 28, 2025)

Description: This work shall consist of furnishing, installing, maintaining, relocating, removing, and programming various components of an automated Smart Traffic Monitoring (STM) System. This work shall be completed according to Article 701 of the Standard Specifications, as detailed in the plans, described herein, and as directed by the Engineer.

Schedule: The STM System shall be in operation 24 hours a day and seven days per week when traffic is reduced to one lane in the direction for longer than one consecutive day. The system or any components shall be relocated as needed for each new traffic control stage. One adjustment of component locations in each direction after the initial set-up of the system shall be included in the cost of the applicable components.

Function: The typical STM System components shall include Smart Traffic Monitoring Devices (STMDS), Real-Time Traffic Control (RTTC) signing, portable changeable message signs (PCMSs), and control software for various communication functions.

The STM System shall collect real-time vehicle data at various locations prior to and within the work zone and, depending upon traffic conditions, shall activate various, specific preapproved messages, developed through coordination with the Engineer, on PCMSs and activate appropriate RTTC signs.

The STM system shall be capable of providing dynamic lane merging by use of pre-programmed conditions to allow the system to determine when early merging should be required (generally low volumes and high speeds), and when late merging should be required (generally high volumes and low speeds). STM system components shall have the capacity and the accuracy to determine to implement the specific messages for each type of merging and to prevent frequent and unnecessary changes in merge type. Dynamic lane merging will require PCM's, RTTC signing, or a combination of both throughout the expected queue area, as well as advance warning locations as described below.

The STM system shall activate RTTC signing flashers in advance of the congested area to warn traffic whenever the average traffic speed falls below 30 mph. Flashers shall turn off when the average speed returns to 40 mph or more. These speed thresholds shall be capable of being changed based on field conditions and sensor locations with approval of the Engineer.

The STM System shall notify road users of the delay, within 20% accuracy and the distance, within 0.5-mile accuracy, to stopped or significantly slowed traffic ahead (speeds less than 30 mph) by displaying messages on PCMSs located on mainline. The location of PCMS's shall be intended to give traffic enough advance warning to choose alternate routes when appropriate and will be determined by the Engineer. PCMS's may be located in advance of entrance ramps within the project limits to allow users to make the choice to enter the highway based on current traffic conditions. The actual message text on each PCMS displaying messages will be determined by the Engineer. STM PCMSs shall display the flashing caution mode when not in use by the system or shall be treated as non-operating equipment in accordance with Article 701.11.

The STM System shall immediately inform delay time and slow or stopped traffic to the Resident Engineer and emergency services in addition to the District 3 Operations Center, the District 4 Traffic Operations Center and the Illinois State Police (ISP) Dispatch Center. Notifications shall identify which RTTC signs and PCMS's are active and what message is being displayed, if applicable.

## CONSTRUCTION REQUIREMENTS

Smart Traffic Monitoring Devices (STMDs): The Contractor shall provide devices that are MUTCD compliant, meeting NCHRP 350 or MASH, Category 2, crashworthy standards and shall be consistent with work zone channelizing devices used throughout the work zone. The STMDs shall have internal power sources, shall communicate wirelessly in real-time, and shall provide continuous, uninterrupted, data collection during normal operations or during power or communication interruptions. The STMDs shall communicate in real-time with multiple other STMDs, RTTC signs, and PCMSs in the system. Traffic sensors shall not be affected by environmental conditions. The STMDs shall collect data for each lane separately, in real-time, provide 95 percent accuracy on all vehicle detection, have Global Positioning System (GPS) functionality, transfer data to web-based communications for monitoring, and communicate with the RTTC signs and PCMSs 24 hours a day seven days a week. The web-based interface shall provide vehicle speed, volume, and queue information at each device location and maintain data history for a minimum of 12 months beyond contract completion. The system shall provide vehicle detection in advance of the maximum projected vehicle queue and report real-time data throughout the duration of the project. The number and proper locations of STMDs needed to provide dynamic, travel time messages and queue detection from the STM System shall be recommended by the manufacturer and approved by the Engineer. Data shall include the date, time, and average vehicle speed through the work zone.

Real-Time Traffic Control Signing (RTTC): RTTC signing shall consist of sets of two warning signs with a sign legend as shown in the plans. Each sign shall have amber wigwag LED flashing lights (two flashers per sign for a total of four flashers per unit) attached, with a minimum lens size of 12 in. The flash pattern and flash sequence shall comply with the Manual on Uniform Traffic Control Devices (MUTCD), Chapter 4L. The flashers shall be equipped with communications fully compatible with the STM System and shall wirelessly communicate with the STMDs and control software.

Control Software: The user interface shall be accessible via an internet-enabled device. The software shall provide delay and queue calculations based on vehicle speed and traffic volume. The agency-only side shall be password protected to prevent public access, provide access to all system data, including average vehicle speed, volume, queue information, identification of active devices and PCMS messages being displayed, and allow the Engineer to override preapproved, preprogrammed PCMS messages and message activation logic. The software shall provide email and/or text alerts to specified department and emergency services personnel when speeds or queue lengths are outside department-defined parameters.

The software shall provide an XML (or other department-specified format) data feed to the department on request and shall hold an archive of data for a period of not less than 12 months beyond contract completion, and the Contractor shall provide archived data to the department at completion of the contract. The data shall be available for download from the agency-only side at all times. Public agencies authorized by the department shall be granted user accounts at no additional cost.

Portable Changeable Message Signs (PCMS), Special: The PCMSs shall meet the requirements of Article 701 of the Standard Specifications. The signs shall be equipped with communications fully compatible with the STM System and shall wirelessly communicate with the STMDs and control software. The STM system's PCMSs shall display the flashing caution mode when not in use by the system or shall be treated as non-operating equipment in accordance with Article 701.11. When specified in the plans, PCMS shall have flashers equivalent to those required for RTTC signs at no additional cost.

Temporary Rumble Strips: The Temporary rumble strips shall be placed 500 feet in advance of the first RTTC traffic will encounter and other locations shown in plan details.

Protection: All communications in the STM System shall be protected from vandalism and to prevent unauthorized personnel from accessing non-public data or changing the displays on the PCMSs.

System Communications: All communication networks used in the STM System shall be provided by the Contractor. When any part of the STM System has not been functioning for 10 minutes, the STM System shall notify the Engineer of the malfunction immediately. The STM System shall also be capable of notifying the Contractor, District 3 Operations, or other contacts if requested by the Engineer.

Method of Measurement: This work will be measured for payment as follows:

SMART TRAFFIC MONITORING SYSTEM measured on a week basis, which shall consist of furnishing, installing, maintaining, relocating, removing, and programming various hardware, software, website and network components necessary to run an automated Smart Traffic Monitoring (STM) System.

Real-Time Traffic Control (RTTC) Signing is shown in the *Smart Work Zone* plan detail, will be measured on a week basis per each unit and paid as REAL-TIME TRAFFIC CONTROL SENSOR UNIT. Each unit includes two signs, four flashers, remote communication hardware and software, and controllers capable of activating the flashing beacons.

Smart Traffic Monitoring Device (STMD) will be measured on a week basis per each unit which shall include any necessary hardware and software to communicate with the Smart Traffic Monitoring System.

The Temporary rumble strips will be measured for payment as EACH, as set forth in Article 701.19(e).

Basis of Payment: This work will be paid for as follows:

SMART TRAFFIC MONITORING SYSTEM will be paid at the contract unit price per calendar week, from when they are in place and operational in accordance with the specifications as determined by the Engineer until they are authorized for pickup/removal by the Engineer.

REAL-TIME TRAFFIC CONTROL SENSOR UNIT will be paid at the contract unit price per week per each unit from when they are in place and operational in accordance with the specifications as determined by the Engineer until they are authorized for pickup/removal by the Engineer.

SMART TRAFFIC MONITORING DEVICE will be paid for at the contract unit price per calendar week for each unit from when they are in place and operational in accordance with the specifications as determined by the Engineer until they are authorized for pickup/removal by the Engineer.

Portable changeable message signs (PCMSs) used as part of the Smart Traffic Monitoring System will be paid for at the contract unit price per calendar week for each sign as CHANGEABLE MESSAGE SIGN SPECIAL.

One adjustment of component locations in each direction after the initial set-up of the system shall be included in the cost of the applicable components.

### **CONTROL OF WORK – SMART WORK ZONE**

(Effective March 30, 2023)

The contractor must possess enough equipment to provide the following:

- One Smart Traffic Monitoring (STM) systems and Five (5) Smart Traffic Monitoring devices (STMDs) per direction, described in the SMART TRAFFIC MONITORING SYSTEM special provision.
- Two Real-time Traffic Control (RTTC) Signing units per direction. A unit (two signs, four flashers plus equipment) is described in the SMART TRAFFIC MONITORING SYSTEM special provision and shown in the applicable plan detail.
- Seven Portable Changeable Message Signs (PCMS) per direction, described in the CHANGEABLE MESSAGE SIGN, SPECIAL provision and shown in the applicable plan detail.
- Two additional portable changeable message sign (PCMS), described in the changeable message sign, special provision will be required to be positioned along I-80 to provide construction zone information and, if necessary, details to utilize an alternate route.
- Additional control hardware and devices per direction as described in the SMART TRAFFIC MONITORING SYSTEM special provision.

### **CHANGEABLE MESSAGE SIGNS FOR TEMPORARY RAMP CLOSURES**

In addition to any changeable message signs shown in the traffic control standards, the Contractor shall furnish 12 Changeable Message Signs (CMS) for the ramp closures. The signs shall be operational one week prior to any ramp closure at the I-39 interchange. Three (3) CMS for each leg of I-39 and I-80 shall be located as directed by the Engineer. Ramp closures will only be permitted from 7pm Sunday through 6am on Friday for pavement patching, placement of the ultra thin bonded wearing surface on the ramps, and for the ramp terminal connections with I-80. Each ramp shall not be closed for more than five (5) days. Ramp closures shall be alternated to ensure that at least one ramp is open in each direction. The alternate routes will utilize state routes IL 178, US 52, IL 251 and US 6. The display messages shown on the CMS shall be approved by the Engineer. Any relocation of the CMS directed by the Engineer during construction will not be paid for separately but shall be included in the cost of the CHANGEABLE MESSAGE SIGN per

CAL DAY. Failure to open the ramps on time will be subject to liquidated damages per 108.09 of the Standard Specifications for Roads and Bridges.

**TRAFFIC SIGNAL BACKPLATE, LOUVERED, FORMED PLASTIC, SPECIAL**

This item consists of furnishing and installing a LOUVERED, FORMED PLASTIC TRAFFICSIGNAL BACKPLATE as specified herein and all hardware accessories required to install on all proposed signal heads as described in Article 882 and 883.

The vacuum formed ABS plastic backplate shall have a nominal ½ inch deep back flange on all inside and outside edges. The backplate shall be louvered and provide openings (louvers) to all wind to penetrate and reduce wind loading. The louver openings shall cover a minimum of 20 percent of the surface area of the backplate. The entire front and side surface of the backplate including louver shall be manufactured so that it is imprinted with fluorescent yellow sheeting. The sheeting shall be Type AZ sheeting according to Article 1091.03 and applied to the preferred orientation for the maximum angularity according to the manufacture’s recommendation.

Basis of Payment. This item shall be paid for at the contract unit price each for TRAFFIC SIGNAL BACKPLATE, LOUVERED, FORMED PLASTIC, SPECIAL

**TEMPORARY RUMBLE STRIPS (SPECIAL)**

(Effective March 30, 2023)

Description. This work shall consist of the furnishing, installation, maintenance, and removal of temporary rumble strips and advance signage.

Materials. Materials shall be according to the following:

Item	Article/Section
(a) Sign Posts, Metal (Note 1) .....	1093.01(a)
(b) Sign Posts, Wood (Note 2) .....	1007.05
(c) Preformed Plastic Pavement Markings.....	780.07

Note 1. Galvanizing of metal posts will not be required.

Note 2. The nominal size of wood posts shall be 4 in x 4 in.

Equipment. Equipment shall be according to the following:

Item	Article/Section
(a) Signs .....	1106.01

**CONSTRUCTION REQUIREMENTS**

General. The rumble strips shall consist of six layers of Preformed Plastic Pavement Marking, Type B - Inlaid - Line 6" (White). The temporary rumble strips shall be placed as shown in the plans or as directed by the Engineer.

Advance signage shall be furnished and installed as shown on the applicable plan details.

Method of Measurement. This work will be measured for payment as each, where each is defined as a set of three temporary rumble strips across a single lane of pavement

Basis of Payment. This work will be paid for at the contract unit price per each for TEMPORARY RUMBLE STRIPS (SPECIAL).

### **TRAFFIC CONTROL AND PROTECTION, STANDARD 701401**

Description. This work shall consist of the furnishing, installation, maintenance, relocation, and removal of work zone traffic control and protection required for the lane closures on I-80. Work shall be according to the Standard Specifications and Standard 701401 except for the following:

Upon approach to the work zone, the left (passing) lane shall be closed, and traffic consistently shifted into the right (driving) lane for all stages. Then when traffic needs to be shifted into the left lane to perform work in the right lane, the additional lane shift taper shown on the Staging Detail shall be utilized.

Basis of Payment. This work will not be paid for separately but shall be considered as included in the cost of TRAFFIC CONTROL AND PROTECTION, STANDARD 701401.

### **TRAFFIC SIGNAL BACKPLATE, LOUVERED, FORMED PLASTIC, SPECIAL**

This item consists of furnishing and installing a LOUVERED, FORMED PLASTIC TRAFFIC SIGNAL BACKPLATE as specified herein and all hardware accessories required to install on all proposed signal heads as described in Article 882 and 883.

The vacuum formed ABS plastic backplate shall have a nominal ½ inch deep back flange on all inside and outside edges. The backplate shall be louvered and provide openings (louvers) to all wind to penetrate and reduce wind loading. The louver openings shall cover a minimum of 20 percent of the surface area of the backplate. The entire front and side surface of the backplate including louver shall be manufactured so that it is imprinted with fluorescent yellow sheeting.

The sheeting shall be Type AZ sheeting according to Article 1091.03 and applied to the preferred orientation for the maximum angularity according to the manufacture's recommendation.

Basis of Payment. This item shall be paid for at the contract unit price each for TRAFFIC SIGNAL BACKPLATE, LOUVERED, FORMED PLASTIC, SPECIAL.

### **NIGHTTIME WORK AND KEEPING ROADS OPEN TO TRAFFIC**

All work on I-80 requiring a lane closure shall be performed during nighttime hours defined as 7:00 p.m. – 6:00 a.m., beginning on Sunday night and ending on Friday morning. Lane closures may remain in place during the daytime hours, but no work shall be performed within the closures.

Pavement patches shall be backfilled within 24 hours.

The IL-351 and IL-178 interchanges shall be open to traffic at all times.

Refer to CHANGEABLE MESSAGE SIGNS FOR TEMPORARY RAMP CLOSURES special provision for I-39 interchange ramp closures.

This work will not be paid for separately but shall be included in the cost of the applicable traffic control items.

#### **INTERIM RELOCATION OF TEMPORARY CONCRETE BARRIER**

Description. This work shall include the interim relocation of any temporary concrete barrier necessary to complete the overlay of SN 050-0007 and SN 050-0008 and shall be in accordance with Section 704 of the Standard Specifications. The Contractor shall be responsible for the proper location, installation, arrangement, and interim relocation of any temporary concrete barrier.

Basis of Payment. No additional compensation will be provided for the interim relocation of any temporary concrete barrier and will be included in the bid prices of the contract.

#### **CATCH BASINS TO BE CLEANED**

Description. This work shall consist of furnishing all labor, material, and equipment to remove earth or silt and other debris from the existing catch basins at locations shown on the plans or as directed by the Engineer.

All existing catch basins 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 shall be paid for at the contract unit price per each for CATCH BASINS TO BE CLEANED.

#### **FILLING INLETS**

Description. This work shall consist of filling inlets at locations shown on the plans or as directed by the Engineer. This work shall be completed according to the applicable portions of Article 605.04 and as specified herein.

Granular material used to fill inlets shall be placed in lifts not to exceed 8 inches and meet the requirements of Article 1003.04.

Basis of Payment. This work shall be paid for at the contract unit price per each for FILLING INLETS.

## **HELICAL GROUND ANCHORS**

Effective: February 7, 2003; Revised: December 30, 2015

Description. This work shall consist of designing, furnishing, installing, and testing helical ground anchors according to the plans and these special provisions. The helical ground anchor consists of helical lead sections, helical extensions, plain extensions, coupling hardware, adapter section, thread bars, lock-off nuts and plate washers, and all corrosion protection as required by this special provision.

Submittals. The Contractor shall submit the following:

- (a) Qualifications. At the time of the preconstruction conference, the Contractor shall provide the following documentation:
- (1) A list containing at least three (3) projects completed within the three (3) years prior to this project's bid date which the Sub-contractor performing this work has installed Helical Ground Anchors of similar design loads and in comparable subsurface conditions to those shown in the plans. The list of projects shall contain names and phone numbers of owner's representatives who can verify the Contractor's participation on those projects.
  - (2) Name and experience record of the engineer responsible for helical anchor design and the on-site installation supervisor who will be assigned to this project. The engineer and on-site installation supervisor shall each have a minimum of 3 years experience in the design and installation of Helical Ground Anchors.
  - (3) Manufacturers shall have a minimum of three (3) years of production experience and evidence that their helical ground anchor systems have been used in similar construction projects over the last three (3) years.
- (b) Shop Drawings. The contractor shall submit complete design calculations and shop drawings for the proposed helical ground anchor system(s) to the Engineer for review and approval no later than 90 days prior to the proposed anchor installation. All submittals shall be sealed by an Illinois Licensed Structural Engineer and shall include all details, dimensions, quantities, cross sections, and construction notes necessary to order materials, install, test, and connect the helical ground anchors to the wall and shall include, but not be limited to, the following items:
- (1) A helical anchor schedule giving:
    - (a) Anchor number
    - (b) Anchor design load
    - (c) Minimum required installation torque
    - (d) Type, size, and number of helical lead sections and helical extensions used in anchorage length.
    - (e) Type, size and number of plain extension sections used.
    - (f) Type and size of adapter connection, thread bar, couplings, plates, and lock-off nuts.
    - (g) Angle of anchor inclination.
    - (h) Type of capacity verification (Performance test, Proof test, or Installation torque)

- (2) Drawings of the wall showing:
  - (a) Plan view of the wall indicating the spacing orientation and overall length of the helical anchors. This view shall show all obstructions and ROW to demonstrate how the anchors will be installed to miss these items.
  - (b) Elevation view of the wall showing locations of anchors with their anchor numbers labeled. The locations of the performance test and proof test anchors shall be indicated.
  - (c) A detailed description of the construction procedures and installation sequence proposed including anchor assembly, installation, testing and anchor lock-off. Also, an overall site plan indicating the general order of anchors to be installed.
  - (d) List of equipment proposed for installation, stressing, testing, and torque monitoring.
  
- (3) Detail Drawings of the Helical Anchor elements showing:
  - (a) Connection details indicating sizes, dimensions and hardware necessary to connect the helical anchor to the wall.
  - (b) Connection details between helical lead, helical extensions, plain extensions, adapters and thread bars.
  - (c) Any modifications to wall plans required to accommodate the helical anchor system proposed.
  - (d) Typical elevation section of complete the Helical ground anchor including helical lead sections, helical extensions, plain extensions sections, adapter, thread bar, plates, and lock-off nuts.
  
- (4) Calculations for the Helical Anchor Design including:
  - (a) Geotechnical calculations supporting the proposed extension length and helical anchor configurations proposed.
  - (b) Structural calculations supporting the member sizes and corrosion protections used.
  - (c) Calculations, research data, field testing and other data to support the empirical relationship proposed for use on this project between ultimate helical anchor capacity and installation torque resistance.
  - (d) Calculations supporting any modifications to the wall required to accommodate the helical anchor system.

No helical anchor installation work or orders for materials shall be permitted until the supplier qualifications and shop drawing have been reviewed and accepted in writing by the Engineer.

Materials. The helical plates shall conform to AASHTO M270 (M270M), ASTM A656 (A656M), or ASTM A1018 (A1018M). Each section shall be fabricated by steel plates welded to the central steel shaft anchor sections. Each fabricated section shall be hot dipped galvanized in accordance with AASHTO M232 (M232M).

The central steel shaft, consisting of lead sections, helical extensions, and plain extensions shall be hot rolled steel conforming to AASHTO M270 (M270M) and shall be hot dip galvanized according to AASHTO M111 (M111M).

The bolts used to connect the central steel shaft sections together shall conform to ASTM A193 (A193M) or A320 (A320M) and shall be hot dip galvanized according to AASHTO M232 (M232M).

Couplings, threaded bars, anchorages, adapters and other miscellaneous components shall meet the requirements as set forth in the manufacture's specifications and shall be hot dip galvanized according to AASHTO M232 (M232M).

All welded connections shall conform to the requirements of the American Welding Society, "Structural Welding Code, AWS D1.1" and applicable revisions.

Design Criteria. Each helical ground anchor shall be designed to carry the design load indicated along the inclination angle shown on the contract plans. Any changes in inclination angle, design load, anchor location, construction sequence or other contract plan modification proposed by the contractor shall be included as part of the shop drawings design submittal.

The contractor's design shall include sufficient extension length to ensure that the anchorage length (consisting of helical lead and helical extensions) is located beyond the minimum extension length shown on the plans. The design may use additional extension length and various helical lead and helical extensions to resist the design load shown on the contract plans with a minimum factor of safety of 2.0 against pull out using the soil boring data included in the contract plans. To assist in the helical anchor design as well as supplement the installation torque vs. capacity relationship proposed, the contractors may install a pre-production anchor and performance test the anchor according to the manufacture's specifications at no additional cost to the Department.

All elements of the anchor and its connection to the wall shall be structurally sized to carry the design and test loadings as well as the installation stresses. Individual helical anchors shall be designed so that the maximum test loading will not exceed 90% of the minimum ultimate tension capacity of the central steel shaft material. The thread bar shall be sized so the design load does not exceed 60% of the guaranteed ultimate tensile strength of the thread bar. In addition, the thread bar shall be sized so the maximum test load does not exceed 80% of the guaranteed ultimate tensile strength of the thread bar.

The design service life of each helical anchor is 75 years. The anchor elements shall be sized to be at or below allowable stress levels at the end of the above stated design life by use of galvanization, sacrificial steel, or grout encapsulation. The galvanization loss rate and the steel thickness required to be sacrificial shall be determined using the loss rates provided in AASHTO for Mechanically Stabilized Earth inextensible soil reinforcement. Portions of the anchor within 5 ft. (1.5 m) of the locknut shall be designed to withstand a more aggressive environment by sizing them for a design life of 125 years using the same AASHTO depletion rates.

Construction. The Contractor shall conduct installation torque resistance on all production anchors as set forth below:

- (a) Installation Torque Testing. A torque indicator capable of providing continuous torque readings is required for the installation of each helical ground anchor. The contractor shall calibrate the torque measurement equipment at the project site in the presents of the Engineer or provide documentation from an independent testing agency that the equipment has been calibrated prior to use production work. The equipment shall provide readings in increments of at least 500 ft.-lbs. (678 kN-m). The contractor shall record the torque readings at each 1 ft. (300 mm) intervals as the anchor is installed. The torque reading along with the date, time, anchor number, and any other installation observations shall be submitted to the Engineer for review and approval. The average of the last 3 torque resistance readings recorded in the end of

penetration shall be used as the basis of comparison with the minimum required torque resistance indicated on the shop drawings.

- (b) Installation Torque Acceptance Criteria. The torque as measured during the installation shall not exceed the torsional strength rating of the helical anchor steel. The minimum installation torque and minimum extension length criteria as shown on the working drawings shall be satisfied prior to accepting the helical anchor installation.

If the torsional strength rating of the anchor has been reached prior to achieving the minimum free-length required, the contractor may remove the deficient helical anchor and install a new one with fewer and/or smaller helixes to a depth such that the top most helix is at least 3 ft. (915 mm) beyond the location of the deficient anchor. The material used in the deficient anchor may not be reused unless inspected by the Engineer and determined to have not been damaged.

If the minimum installation torque shown on the shop drawings is not achieved at the proposed installation length, the contractor may:

- (1) Add additional extensions to increase the overall length to increase the torque resistance.
  - (2) Remove the deficient helical anchor and install a new one with more and/or larger helixes to a depth such that the top most helix is at least 3 ft. (915 mm) beyond the location of the deficient anchor.
  - (3) Performance test the deficient anchor to obtain its allowable capacity and use an additional anchor to carry the remaining design load.
- (c) Lock-off. Once an anchor installation capacity has been successfully verified by performance, proof, or torque testing, the anchor's thread bar lock-off nut shall be tightened to a torque of 200 ft.-lbs. (271 kN-m) unless otherwise indicated on the contract or approved shop drawings.
- (d) Tolerances. The anchor shall be installed such that the thread bar location at its intersection with the wall is no more than 3 in. (75 mm) from plan location. The angular tolerance between the installed anchor angle and inclination angle shown on the design plans or approved shop drawings shall not exceed +/- 3 degrees.

Method of Measurement. This work will be measured per each HELICAL GROUND ANCHORS, installed according to the plans or as approved by the Engineer, and passing the testing program(s) required in this Special Provision.

Basis of Payment. This work will be paid for at the contract unit price each for HELICAL GROUND ANCHORS.

## **HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH**

Description: This work shall consist of hot-mix asphalt surface removal along portions of I-80 in accordance with the applicable portions of Section 440 of the Standard Specifications, as shown in the plans, and as directed by the Engineer.

The intent of this work is to provide variable milling depths through the limits of superelevation correction.

Basis of Payment: This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH.

### **PORTLAND CEMENT CONCRETE SURFACE REMOVAL ¾"**

Description: This work shall be in accordance with Section 440 of the Standard Specifications, as shown in the plans and mainline pavement transition detail, and as directed by the Engineer.

General: The Contractor shall mill the existing concrete pavement surface to ¾" below the existing surface. The work shall include the use of a milling machine to remove the concrete surface the full width of each lane and properly dispose of the millings. The work shall be performed so that the resulting pavement is a milled surface not damaged by the operation. Milling and any repairs shall be completed to the satisfaction of the Engineer and included in the cost of this pay item.

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

Basis of Payment: This work will be paid for at the contract unit price per SQUARE YARD for PORTLAND CEMENT CONCRETE SURFACE REMOVAL ¾".

### **STRUCTURAL STEEL REPAIR**

Description. This work shall consist of furnishing all labor, equipment, and materials necessary to furnish and install steel repair plates and assemblies according to Section 505 of the Standard Specifications and as indicated on the plans and in this special provision. This work shall include the furnishing of all materials including but not limited to steel angles and field fasteners for structural steel.

Construction Requirements. All new structural steel shall be hot-dip galvanized in accordance with the special provision "Hot Dip Galvanizing for Structural Steel" and as indicated on the plans.

Basis of Payment. This work will be paid for at the contract unit price per pound for STRUCTURAL STEEL REPAIR.

### **SLOPE WALL CRACK SEALING**

Description. All open random cracks or existing joints in the existing concrete slope wall shall be cleaned and sealed, as shown on the plans and as directed by the Engineer. Hot-poured Joint Sealer meeting the requirements of Article 1050.02 shall be used for slope wall crack repair. All cracks and joints shall be cleaned and filled with sealant according to Section 452 of the Standard Specifications. Routing of the cracks is not required.

Method of Measurement. Sealing existing cracks and joints in the concrete slope wall shall be measured for payment along the linear distance of opening sealed and measured in feet. Cleaning existing cracks and joints prior to sealing will not be measured for payment but shall be considered included in the price for SLOPE WALL CRACK SEALING.

Basis of Payment. Cleaning and sealing cracks shall be paid for at the contract unit price per foot for SLOPE WALL CRACK SEALING.

## **SLOPE WALL REPAIR**

Description. This work consists of the removal and replacement of failed sections of slope wall as shown on the Plans and as directed by the Engineer. Work shall be performed in accordance with the requirements of Section 511 of the Standard Specifications.

Materials. Materials shall meet the requirements of Article 511.02 of the Standard Specifications. Any material required to fill voids and level the supporting base shall be crushed stone meeting a CA-6 gradation. Controlled Low-Strength Material (CLSM) shall meet the requirements of Section 1019 of the Standard Specifications.

Construction. Areas delineated for removal shall be scored with a concrete saw down to, but not through, the existing mesh reinforcement. The concrete shall be broken out and removed in such a fashion as to leave a minimum of 1 ft exposed mesh edge to tie into the new mesh. After removal of the delineated area of slope wall, any depressions or voids in the base shall be filled with crushed stone and compacted prior to placing the mesh and concrete for the slope wall repair, in order to achieve the slope wall thickness as shown in the Plans.

When shown on the Plans or as directed by the Engineer, depressions or voids shall be filled with CLSM.

Method of Measurement. This work will be measured for payment according to Article 511.04(b) of the Standard Specifications.

CLSM placed for repair of slope walls will be measured for payment according to the Special Provision for SLOPE WALL SLURRY PUMPING.

Basis of Payment. This work will be paid for at the contract unit price per square yard for SLOPE WALL REPAIR. Additional crushed stone required for the base will not be paid for separately but shall be considered as included in the work.

CLSM placed for the repair of slope walls will be paid for according to the Special Provision for SLOPE WALL SLURRY PUMPING.

## **SLOPE WALL SLURRY PUMPING**

Description. This work shall consist of furnishing and placing controlled low-strength material (CLSM) in voids beneath sections of slope wall as shown in the Plans, and at locations determined by the Engineer.

Materials. The material shall be CLSM according to Section 593 of the Standard Specifications.

Construction. The Contractor shall cut any necessary holes as required for the placement of the CLSM and to check for voids. The Contractor shall place forms to confine the CLSM under the slope wall. Sandbags or other means shall be used to restrict seepage of the CLSM out of the void. The CLSM may be placed by pumping or by chute as required.

Method of Measurement. This work will be measured for payment in place and the volume computed in cubic yards. Measured volume will be the actual volume of material required to fill the voids.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for SLOPE WALL SLURRY PUMPING.

### **REMOVE EXISTING FLARED END SECTION**

Description. This work shall consist of removing flared end sections at the locations shown in the plans or where directed by the Engineer. The work shall be performed in accordance with the applicable portions of Section 501 of the Standard Specifications.

Method of Measurement. This work will be measured for payment in units of each.

Basis of Payment. This work will be paid for at the contract unit price per each for REMOVE EXISTING FLARED END SECTION, which payment shall constitute full compensation for all labor, equipment, tools and incidentals necessary to complete the work as specified.

### **FILLING EXISTING CULVERTS**

(Effective June 13, 1997; Revised July 9, 2025)

Description: This work shall consist of cleaning and filling culvert pipes to be abandoned.

Materials. The material to fill the pipes shall be according to the following.

Item	Article / Section
(a) Controlled Low Strength Material (CLSM) (Note 1) .....	1019
(b) Grout .....	1024.01
(c) Cellular Concrete .....	1029

Note 1. CLSM shall not be used for filling pipes with a length exceeding 20 ft.

Construction Requirements: The inside of the pipe shall be completely cleaned prior to filling the pipe. The Contractor shall determine the method of containing material used to fill the pipe at the open ends of the pipe.

When pipes with a length exceeding 40 ft are to be filled, access holes shall be provided every 40 ft to verify the pipe is being filled completely.

When CLSM is used, the requirements of the first paragraph of Article 593.03 shall apply.

Method of Measurement. This work will be measured for payment in cubic yards in place based on the volume of the pipe to be filled.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for FILLING EXISTING CULVERTS.

## **DELINEATOR REMOVAL**

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

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

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

## **REMOVE IMACT ATTENUATOR SAND MODULE**

Description. This work shall consist of the removal and satisfactory disposal of the existing sand module impact attenuators and attenuator base at locations shown on the plans. A sand module impact attenuator is considered to be made of these parts: 1) barrel, 2) lid, 3) insert(s), and 4) base.

All parts shall be disposed of in accordance with Article 202.03 of the Standard Specifications. Surplus material including sand fill in the existing barrels and inserts shall be disposed of in accordance with Article 202.03 of the Standard Specifications. Anti-freeze, when present, shall be disposed of/recycled according to local ordinances.

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

Basis of Payment. This work shall be paid for at the contract unit price per each array for REMOVE IMPACT ATTENUATOR SAND MODULE.

## **REMOVE AND REINSTALL HIGH TENSION CABLE MEDIAN BARRIER**

Description. This work shall consists of furnishing all materials, equipment, and labor required for the removal and reinstallation of the existing high tension cable median barrier (HTCMB) at the locations shown in the plans. This work shall be done in accordance with Section 644 of the Standard Specifications, as stated herein, and as determined by the Engineer.

Method of Measurement. The removal and reinstallation of the HTCMB cable and terminals will be measured for payment per FOOT along the top cable and the length of removal and reinstallation shall be measured between the actual posts removed and re-installed, not the entire length of cable that was taken down or the tension released in order to accommodate the proposed improvements.

Basis of Payment. This work will be paid for at the contract unit price per foot for REMOVE AND REINSTALL HIGH TENSION CABLE MEDIAN BARRIER.

### **REMOVE HIGH TENSION CABLE MEDIAN BARRIER TERMINAL**

Description: This work shall consist of furnishing labor, materials, and equipment to remove and dispose of the existing high tension cable (HTC) median barrier terminals/end anchorages.

Method of Measurement. Terminals shall be defined as the end anchorages and other components from the extreme ends of a run to a point 50 feet into the run. This definition of the terminal applies regardless of the length of need point, transitions from anchorage to full height cable, or other features that may vary between systems.

Basis of Payment. This work will be paid for at the contract unit price per each for REMOVE HIGH TENSION CABLE MEDIAN BARRIER TERMINAL.

### **FENCE REMOVAL**

Description: This work shall consist of removing and disposing of the existing fencing at the locations indicated in the plans and as directed by the Engineer. The existing fence and accessories (including brick columns and foundations) shall be removed and disposed of in accordance with Article 202.03 of the Standard Specifications.

Method of Measurement. Fence removal will be measured for payment in feet, along the top of the fence from center to center of end posts, inclusive of gates.

Basis of Payment. This work will be paid for at the contract unit price per foot for FENCE REMOVAL. Payment shall include all labor, materials, equipment, tools, transportation, disposal fees, and appurtenances necessary to complete this work as detailed in the plans and specified herein.

### **TEMPORARY CONCRETE BARRIER (TO REMAIN PERMANENTLY)**

Description. This work shall consist of furnishing and installing new temporary concrete barrier to remain permanently in place at the one crossover closure location shown on the plans.

Materials. Materials shall be according to Article 704.02 of the Standard Specifications.

Construction Requirements. Work shall be according to Section 704 of the Standard Specifications except the last paragraph of 704.04 shall not apply. The temporary concrete barrier is to remain in place after construction.

Method of Measurement. This work will be measured for payment in feet in place along the centerline of the barrier.

Basis of Payment. This work will be paid for at the contract unit price per foot for TEMPORARY CONCRETE BARRIER (TO REMAIN PERMANENTLY).

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

Description. This work shall be completed in accordance with Section 783 of the Standard Specifications for Road and Bridge Construction. This work shall consist of removing the reflector unit from existing raised reflector pavement markers that will remain in place at the end of construction activities. Existing reflectors that conflict with revised traffic patterns shall be removed immediately to facilitate a change in lane assignment. If darkness or inclement weather prohibits the removal operations, such operation shall be resumed the next morning or 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 measured for payment at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL. Payment shall be full compensation for materials, labor and equipment required to complete this work.

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

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

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

### **DEBRIS REMOVAL**

Description. This work shall consist of the satisfactory removal and disposal of debris from the waterway opening as shown on the plans. Generally, the debris to be removed consists of fallen timber and miscellaneous vegetation within the channel.

Construction Requirements. This work shall be performed according to Article 202.03 of the Standard Specifications for removal of unsuitable material and organic waste.

Method of Measurement. Actual field conditions may vary. The actual extent of debris removal shall be determined by the Engineer.

Basis of Payment. This work will be paid for at the contract lump sum price for DEBRIS REMOVAL, which price shall include all equipment, materials, labor, transportation, removal and disposal required to satisfactorily complete the work.

## **PIPE UNDERDRAIN REMOVAL**

Description. Existing pipe underdrains and headwalls at locations identified in the plans shall be removed and disposed of by the Contractor. Any underdrain trenches that are below the elevation of the proposed subgrade shall be filled with impervious material, compacted to the satisfaction of the Engineer, to match the existing subgrade and nominal depths as shown in Highway Standard 601001.

Where underdrains tapping into RCP pipes are encountered, the Contractor shall propose a repair method to close / repair the existing hole. Means and methods shall be approved by the Engineer.

Basis of Payment. The work required to remove the existing pipe underdrains and headwalls, including the outlet drains, pipe repairs from underdrain taps and filling low spots with impervious material shall be paid for at the contract unit price per foot for PIPE UNDERDRAIN REMOVAL.

## **RELOCATING NAME PLATES**

Description: This work shall consist of the removing, cleaning, storage and reinstallation of existing bridge name plates as identified on the plans and as directed by the Engineer.

General: Existing name plates shall be removed from their existing locations and cleaned. Removal shall be done with handheld tools preserving the name plate and bolts/lugs in good condition. The Contractor shall be responsible for repairing any damage caused by the removal operations to the name plate at their expense. If the Contractor's operations cause unrepairable damage to the existing name plate, a new name plate with identical markings and in accordance with Section 515 of the Standard Specifications shall be furnished and installed at the Contractors expense.

Installation in the proposed locations shall be according to Article 515.04 of the Standard Specifications. The name plates shall be located in accordance with Standard 515001.

Basis of Payment: This work will be paid for at the contract unit price per EACH for RELOCATING NAME PLATES.

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

(Effective March 15, 2026)

All requests made by the Contractor shall refer to Permit No. DOT-D3-2026-0001 for the proposed bridge maintenance of 050-2500, 050-0007, 050-0008, 050-2501 & 050-2502 (This project is considered **Non-Reporting**)

Contract No. 66A91

- This NWP authorizes the removal of accumulated sediments and debris in the vicinity of and within existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and the placement of new or additional riprap to protect the structure. The removal of sediment is limited to the minimum necessary to restore the waterway in the immediate vicinity of the structure to the approximate dimensions that existed when the structure was built but cannot

extend further than 200 feet in any direction from the structure. This 200 feet limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. The placement of riprap must be the minimum necessary to protect the structure or to ensure the safety of the structure. Any bank stabilization measures not directly associated with the structure will require a separate authorization from the district engineer.

- This NWP authorizes temporary structures, fills and work necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills or dewatering of construction sites. Temporary fills must consist of clean coarse aggregate materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.
- This NWP does not authorize maintenance dredging for the primary purpose of navigation or beach restoration. This NWP does not authorize new stream channelization or stream relocation.
- The contractor that uses temporary work pads, cofferdams, access roads and other temporary fills in order to perform work in creeks, streams, or rivers shall maintain flow in these waters by utilizing dam and pumping, fluming, culverts or other such techniques.
- The project must be constructed without violating the applicable provisions of the Illinois Environmental Protection Act.
- Water pollution should not be from the construction activities needed to complete this project.
- No violations of the applicable water quality standards of the Illinois Pollution Control Board, Tittle 35, Subtitle C: Water Pollution Rules and Regulation or interference with water use practices near public recreation areas or water supply intake will be allowed as part of this project.
- Interference with water use practices near public recreation areas or water supply intake should not be caused by the construction activities.
- Any spoil material excavated, dredged or otherwise produced by the construction activities should not be returned to the waterway. The materials should be deposited in a self-contained area in compliance with all state statues, as determined by the Illinois EPA.
- Backfilling, if any, must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.
- Adequate planning and supervision must be provided on behalf of the Department of Transportation, District 3 during the construction period to ensure construction methods, processes and cleanup procedures necessary to prevent water pollution and erosion are enforced.
- Haul Roads and Other Temporary Stream Crossings or In-Stream Causeways/Work Pads will not be measured or paid for separately but shall be considered as included in the unit cost of the various pay items in the contract.

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

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

The requirements/ conditions of the Nationwide Permit #3 must still be adhered to and can be found at the following link: [Nationwide Permit Information](#)

Permit Expiration: **March 15, 2031**

## **DRILL AND GROUT BARS**

Description. This work shall consist of furnishing, drilling and epoxy grouting reinforcement bars at the locations shown on the plans or as directed by the Engineer. Epoxy grout materials shall be according to Article 584.02 of the Standard Specifications. Drill and Grout Bars shall be performed according to Article 584.03 of the Standard Specifications.

Method of Measurement. Drill and Grout Bars will be measured for payment in place and quantity computed per each.

Basis of Payment. This work will be paid for at the contract unit price per each for DRILL AND GROUT BARS. The unit price shall include all equipment, labor, and materials required to install the bars into the existing concrete.

## **TEMPORARY SHORING AND CRIBBING**

Description. This item shall consist of furnishing all material, equipment, and labor to support the affected beam(s) and pier cap during the substructure repairs as shown on the plans, as herein specified and as directed by the Engineer. Also included in this work is any excavation and slope wall modifications or repairs necessary for installation of the support system.

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

In addition to the dead load from the superstructure, the system shall also be able to carry the expected live loads and impact as specified, as well as the appropriate portion of the pier cap dead load itself. If the work is to be completed under stage construction without traffic directly over the beams being shored, then the temporary shoring and cribbing shall be designed to carry the dead load plus  $\frac{1}{2}$  (live load + imp) as shown in the plans. If work is to be completed with traffic

directly over the beams being shored, then the temporary shoring and cribbing shall be designed to carry the dead load plus full (live load + imp) as shown in the plans.

Basis of Payment. This work will be paid for at the contract unit price per EACH for TEMPORARY SHORING AND CRIBBING for each beam support location or pier location required.

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

Effective: December 6, 2004

Revised: April 15, 2022

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

The bridge section shall consist of the bridge deck plus the bridge approach slab and pavement connector, if present, at each end of the bridge.

Equipment. Equipment shall be according to the following.

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

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

- (b) Surface Testing Equipment. Required surface testing and analysis equipment and their jobsite transportation shall be provided by the Contractor. The Profile Testing Device shall be according to Illinois Test Procedure 701 except the trace analysis shall be based on traces from bridge sections.

## **CONSTRUCTION REQUIREMENTS**

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

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

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

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

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

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

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

The Contractor shall notify the Engineer a minimum of 24 hours prior to commencement of measurements. All objects and debris shall be removed from the bridge section surface prior to testing. During surface testing, joint openings may be temporarily filled with material approved by the Engineer.

Profiles shall be taken in both wheel paths of each lane, 3 ft. (1 m) from, and parallel to, the planned lane lines.

The profile report shall have stationing indicated every 500 ft. (150 m) at a minimum. The profile report shall include the following information: contract number, structure number, beginning and ending stationing, which lane was tested, direction of travel on the trace, date of collection, time of collection, ambient air temperature at time of collection, and the device operator name(s). The data file created from the testing will be submitted to the Engineer and the Bureau of Research for analysis. The file shall be in a format that is compatible with ProVAL software (ERD, PPF).

Trace Reduction and Bump Locating Procedure. All traces shall be reduced using ProVal. This software shall calculate the Mean International Roughness Index (MRI) in inches/mile (mm/km) and indicate any areas of localized roughness in excess of 200 inches/mile (3105 mm/km) on a continuous 25 feet (8 meters) basis.

The average MRI and locations with deviations exceeding the 200 inches/mile (3105 mm/km) limit will be recorded on the Profile Report for Bridge Deck Smoothness.

All ProVAL files shall be provided to the Engineer within two working days of completing the testing. Bureau of Construction Form BC 2450 shall be provided to the Engineer. An example Form BC 2450 is attached. All files shall contain serial numbers for the vehicle and profiling equipment, the approved settings from the PEV program. The Engineer will compare these settings with the approved settings from the PEV Program. If the settings do not match, the results will be rejected and the section shall be retested/reanalyzed with the appropriate settings.

Corrective Actions. Within the bridge section, all deviations in excess of 200 inches/mile (1575 mm) within any continuous length of 25 ft. (8 m) shall be corrected. Correction of deviations shall not result in the deck thickness being less than the minimum. Where corrective work is performed, the bridge section shall be retested to verify that corrections have produced a MRI of 200 inch/mile

(3105 mm/km) within an continuous length of 25 ft (8 m) or less for each lane. The Contractor shall furnish and Form BC 2450 the ProVAL files to the Engineer and the Bureau of Research within two working days after any corrections are made.

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

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

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

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

**Instructions for Completing Bridge Deck Smoothness Assessment Summary ALR**

This form shall be prepared and submitted, along with the raw data files, to the Engineer.

Report Type:

Initial – Testing of bridge section prior to any smoothness grinding.

Intermediate – After initial pass of smoothness grinding has been completed.

Final – All smoothness grinding has been completed.

Other information:

Submission Date – Date in which it has been submitted to the Engineer

Project Type – New Deck, Microsilica Overlay, Latex Overlay, Fly Ash Overlay

Specification Effective Date – revision date of the specification in the contract

Begin ALR Section 1 – beginning station of ALR finding

End ALR Section 1 – end station of ALR finding

Distance – End ALR minus the Begin ALR station number

MRI – The value of the ALR at that location.



## Bridge Deck Smoothness Assessment Summary Areas of Localized Roughness

<i>This worksheet is intended as a reference for documenting Areas of Localized Roughness (ALR) as described in GBSP-59.</i>					
Contract Information		Contact Info			
Contract	60111	IDOT RE Name	Jerry Jones		
District	1	IDOT RE E-Mail	<a href="mailto:Jerry.Jones2@illinois.gov">Jerry.Jones2@illinois.gov</a>		
Letting Date	1/15/2022	IDOT RE Phone	217-555-4183		
Item #	26	Contractor Rep. Name	Bob Builder		
Route	IL 164	Contractor Rep. E-Mail	<a href="mailto:Bob.Builder@RTRRConstr.com">Bob.Builder@RTRRConstr.com</a>		
Report Type (Initial or Post Grinding)	Initial	Contractor Rep. Phone	217-555-2822		
Lane	Driving	General Comments			
Direction	Eastbound				
Begin Station	13+45.00				
End Station	14+65.00				
Contractor	Bob the Bridge Builder				
Submission Date	4/1/2022				
Overlay Type	Microsilica				
Specification Effective Date	1/1/2022			Distance (ft)	MRI (in/mi)
Begin ALR Section 1	13+56.00			8.2	256.40
End ALR Section 1	13+64.20				
Begin ALR Section 2	14+04.60			1.4	278.90
End ALR Section 2	14+06.00				
Begin ALR Section 3					
End ALR Section 3					
Begin ALR Section 4					
End ALR Section 4					
Begin ALR Section 5					
End ALR Section 5					
Begin ALR Section 6					
End ALR Section 6					
Begin ALR Section 7					
End ALR Section 7					
Begin ALR Section 8					
End ALR Section 8					
Begin ALR Section 9					
End ALR Section 9					
Begin ALR Section 10					
End ALR Section 10					

**BRIDGE DECK GROOVING (LONGITUDINAL)**

Effective: December 29, 2014

Revised: March 29, 2017

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

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

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

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

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

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

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

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

## **HOT DIP GALVANIZING FOR STRUCTURAL STEEL**

Effective: June 22, 1999

Revised: June 28, 2024

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

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

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

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

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

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

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

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

### **Surface Preparation and Hot Dip Galvanizing**

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

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

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

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

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

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

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

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

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

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

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

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

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

All steel shall be visually inspected for finish and appearance.

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

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

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

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

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

### **Surface Preparation and Painting**

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

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

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

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

Paint storage, mixing, and application shall be according to Section 506 of the Standard Specifications and the paint manufacturer's written instructions and product data sheets. In the event of a conflict the Contractor shall advise the Engineer and comply with the Engineer's written resolution. Until a resolution is provided, the most restrictive conditions shall apply.

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

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

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

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

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

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

## **BAR SPLICERS, HEADED REINFORCEMENT**

Effective: September 2, 2022

Revised: October 27, 2023

Add the following to Article 508.08(b):

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

Add the following Article 508.02 (d)

Bar Terminators ..... 1006.10(a)(1)h

Add the following paragraph after Article 508.08 (c):

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

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

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

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

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

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

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

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

## **BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE)**

Effective: November 2, 2006

Revised: August 1, 2017

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

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

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

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

- Where: CA = Cost Adjustment, \$.  
BPI<sub>P</sub> = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).  
BPI<sub>L</sub> = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).  
%AC<sub>V</sub> = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC<sub>V</sub> will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC<sub>V</sub> and undiluted emulsified asphalt will be considered to be 65% AC<sub>V</sub>.  
Q = Authorized construction Quantity, tons (metric tons) (see below).

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

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

- Where: A = Area of the HMA mixture, sq yd (sq m).  
D = Depth of the HMA mixture, in. (mm).  
G<sub>mb</sub> = Average bulk specific gravity of the mixture, from the approved mix design.  
V = Volume of the bituminous material, gal (L).  
SG = Specific Gravity of bituminous material as shown on the bill of lading.

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

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

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

**BRIDGE DECK CONCRETE OVERLAYS**

Effective: January 1, 2026

Add the following Section 531 to the Standard Specifications:

**“SECTION 531. BRIDGE DECK CONCRETE OVERLAYS**

**531.01 Description.** This work shall consist of constructing a concrete overlay on an existing concrete bridge deck or approach slab.

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

Item.....	Article/Section
(a) Coarse Aggregate (Note 1) .....	1004.02
(b) Packaged, Dry, Rapid Hardening Mortar or Concrete .....	1018
(c) Portland Cement Concrete (Note 2) (Note 3) .....	1020
(d) Fibers for Concrete (Note 4).....	1014

Note 1. Coarse aggregate shall be crushed stone or crushed gravel.

Note 2. Concrete shall be Class BS with the following exceptions.

Overlay Type	Gradation
Fly Ash Ground Granulated Blast Furnace (GGBF) Slag High Reactivity Metakaolin (HRM) Microsilica	CA 11, CA 13, CA 14, or CA 16
Latex	CA 13, CA 14, or CA 16

Slump shall be 2-7 in. (50-175 mm). For latex overlays, the maximum slump may be increased if no visible segregation is observed.

For latex overlays, air content shall be a maximum of 7.0 percent and maximum water/cement ratio shall be 0.40.

For Class F fly ash overlays, fly ash shall replace cement at the maximum rate permitted according to Article 1020.05(c)(1)b. The replacement ratio shall be 1:1.

For Class C fly ash overlays, fly ash shall replace cement at a rate ranging from a minimum of 25 percent to the maximum rate permitted according to Article 1020.05(c)(1)c. The replacement ratio shall be 1:1.

For GGBF slag overlays, GGBF slag shall replace cement at a rate ranging from a minimum of 25 percent to the maximum rate permitted according to Article 1020.05(c)(2)b. The replacement ratio shall be 1:1.

For microsilica and HRM overlays, the cementitious factor (excluding microsilica or HRM) shall be 565 lb/cu yd (390 kg/cu m). The minimum amount of microsilica or HRM added to the mix shall be 33 lb/cu yd (20 kg/cu m) and the maximum shall be 37 lb/cu yd (22 kg/cu m).

For latex overlays, the cementitious factor shall be a minimum of 658 lbs/cu yd (335 kg/cu m), the dosage of the latex admixture shall be 24.5 gal/cu yd (121.3 L/cu m), the coarse aggregate shall be 42-50 percent by weight (mass) of total aggregate, no air entraining admixture shall be used, and water used shall be a maximum of 157 lb/cu yd (93.1 kg/cu m) (including free moisture on the fine and coarse aggregates).

Note 3. For HRM and microsilica overlays, the Contractor shall submit a specific batching sequence for verification by the Engineer. The submittal shall include whether a truck or stationary mixer will be used. For HRM overlays, the submittal shall include whether bulk or bagged HRM will be used. For microsilica overlays, the submittal shall include whether the microsilica to be used is a water based slurry, bulk densified, or bagged densified.

Note 4. Synthetic fibers, when required, shall be according to Article 1014.01, and 1014.04 or 1014.05, as applicable.

**531.03 Equipment.** Equipment shall be according to the following.

Item.....	Article/Section
(a) Concrete Equipment (Note 1) .....	1020.03
(b) Finishing Equipment .....	503.03
(c) Fogging Equipment .....	1103.17(k)
(d) Mechanical Scarifying Equipment (Note 2) .....	1101.16
(e) Hydro-Scarification Equipment (Note 3)	
(f) Hand-Held Blast Cleaning Equipment (Note 4)	
(g) Mechanical Blast Cleaning Equipment (Note 5)	
(h) Pull-Off Test Equipment (Note 6)	

Note 1. For latex concrete overlays, a mobile portland cement concrete plant shall be used according to Articles 1020.12 and 1103.04.

Note 2. Mechanical scarifying equipment shall be capable of uniformly scarifying or removing the old concrete surface and new patches to the depth required. The minimum width of the equipment shall be 3 ft (1 m).

Note 3. Hydro-scarification equipment shall consist of filtering and pumping units operating with a computerized, self-propelled robotic machine capable of removing sound concrete in a single pass 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.

Note 4. Hand-held blast cleaning shall be performed by high-pressure waterblasting or abrasive blasting. High-pressure waterblasting equipment shall have a minimum water pressure of 7000 psi (48 MPa) and have oil traps.

Note 5. Mechanical blast cleaning shall be performed by high-pressure waterblasting or shotblasting 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, 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.

Note 6. Equipment used to perform pull-off testing shall be on the Department's qualified product list "Pull-Off Test Equipment for Bridge Deck Overlays".

## CONSTRUCTION REQUIREMENTS

**531.04 General.** 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.

**531.05 Preparation.** Sidewalks, curbs, drains, reinforcement, existing transverse and longitudinal joints, and other appurtenances which are to remain in place shall be protected from damage during scarification and cleaning operations.

- (a) Scarification. The scarification shall consist of removing the concrete using mechanical and hydro-scarifying equipment to the depth specified on the plans. The depth specified shall be measured from the existing concrete surface to the grout line between aggregates remaining after scarification. Power-driven hand tools shall be used for removal around areas to remain in place and areas not accessible to the scarifying equipment. Power-driven hand tools include jackhammers lighter than the nominal 45 lb (20 kg) class. Jackhammers or chipping hammers shall be operated at an angle less than 45 degrees measured from the surface of the slab.

Mechanical scarification equipment shall be used to remove the initial 1/4 in. (25 mm) minimum depth of concrete, creating a uniform roughened concrete surface. 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 no additional cost to the Department. 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 Section 530.

- (b) Sounding. 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.

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

- (1) Water pressure
- (2) Water flow rate
- (3) Nozzle type and size
- (4) Nozzle travel speed
- (5) Machine staging control (step/advance rate)

Hydro-scarification may begin after the calibration settings have been approved by the Engineer. At least the last 1/2 in. (13 mm) of removal shall be accomplished with hydro-scarification equipment.

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

- (c) **Cleaning.** After hydro-scarification, the concrete shall be vacuum cleaned before the water and debris are allowed to dry and re-solidify to the deck. The vacuum shall be equipped with fugitive dust control devices capable of removing wet debris and water in the same pass. The vacuum 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. The use of alternative cleaning and debris removal methods to minimize driving heavy vacuum equipment over the exposed reinforcement may be used subject to the approval of the Engineer.

**531.06 Patching.** After scarification and cleaning, the Engineer will sound the scarified concrete and survey the existing reinforcement condition. All remaining unsound concrete and unacceptably corroded reinforcement bars will be marked for additional removal and/or repairs and shall be completed according to Section 530 except as noted below.

In areas where unsound concrete extends below the specified removal depth and hydro-scarification completely removes unsound concrete, a full-depth repair shall be required when the bottom mat of reinforcement is exposed.

Full-depth patches shall be struck off to the scarified surface and then roughened with a suitable stiff bristled broom or wire brush to provide a rough texture. Hand finishing of the patch surface shall be kept to a minimum to prevent overworking of the surface.

Any removal required or made below the specified depth for scarification, which does not result in full-depth repair, shall be filled with the overlay material at the time of the overlay placement.

Undercutting of exposed reinforcement bars shall only be as required to replace or repair damaged or corroded reinforcement, or to perform a full depth repair.

**531.07 Final Surface Preparation.** Final surface preparation shall include the cleaning of all dust, debris, concrete fines, and other foreign substances from the 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 using hand-held blast cleaning methods.

If spoils from the scarification operation are allowed to dry and re-solidify on the surface, the surface shall be cleaned with mechanical blast cleaning equipment. Areas determined by the Engineer to be inaccessible to scarifying equipment shall be blast cleaned with hand-held equipment.

The Engineer may require surface pull-off testing of areas inaccessible to scarifying equipment. The Contractor shall provide the testing equipment in accordance with Illinois Test Procedure 304 "Pull-Off Test (Surface 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. The Engineer will 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. Loose, scaling rust shall be removed by rubbing with burlap, wire brushing, blast cleaning, or another method approved by the Engineer. Loose reinforcement bars, as determined by the Engineer, shall be retied.

Dust, concrete fines, debris, and water resulting from the surface preparation shall be confined and immediately removed. If concrete placement does not follow immediately after the final cleaning, the area shall be protected with anchored white polyethylene sheeting.

**531.08 Equipment Preparation.** 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. If adjustments are needed, another check shall be performed.

**531.09 Placing.** Concrete placement shall be according to Article 503.07, 503.16, and the following.

The surface 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. 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 surface within one hour before or at any time during placement of the overlay.

Internal vibration shall be performed along edges, adjacent to bulkheads, and where the overlay thickness exceeds 3 in. (75 mm). Internal vibration along the longitudinal edges of a pour shall be performed with a minimum of two hand-held vibrators, one on each edge of the pour. Hand finishing shall be performed along the edges of the pour 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.

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 appropriate letters into the overlay before it takes its final set, as follows.

- (a) MS, for MicroSilica
- (b) MSFA, when fly ash is used in the silica fume mix design, for MicroSilica Fly Ash
- (c) MSF, for MicroSilica with Fibers
- (d) MSFAF, when fly ash is used in the silica fume mix design, for MicroSilica Fly Ash with Fibers
- (e) LX, for LateX
- (f) LXF, for LateX with Fibers
- (g) HRM, for High-Reactivity Metakaolin
- (h) HRMFA, when fly ash is used in the HRM mix design, for High-Reactivity Metakaolin Fly Ash
- (i) HRMF, for High-Reactivity Metakaolin with Fibers
- (j) HRMFAF, when fly ash is used in the HRM mix design, for High-Reactivity Metakaolin Fly Ash with Fibers
- (k) FA, for Fly Ash
- (l) FAF, for Fly Ash with Fibers
- (m) GGBF, for Ground Granulated Blast Furnace slag
- (n) GGBFF, for Ground Granulated Blast Furnace slag with Fibers

The stencil shall be in a noticeable location, as determined by the Engineer, for each stage of construction 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 to 100 mm) in height, 1/4 in. (5 mm) in depth and face the centerline of the roadway.

**531.10 Weather and Other Limitations.** Temperature control for concrete placement shall be according to Article 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 approval by the Engineer.

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

Truck mixers, concrete pumps, or other heavy equipment will not be permitted on any portion 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, provided the removal does not interfere 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).

**531.11 Curing.** For silica fume, HRM, GGBF, and fly ash concrete overlays, the surface shall be continuously wet cured for at least seven days according to Articles 1020.13(a)(5) or (a)(6).

For latex modified concrete overlays, the surface shall be continuously wet cured for at least 48 hours according to Articles 1020.13(a)(3), (a)(5), or (a)(6). After the wet cure is completed, all layers of covering materials shall be removed to allow for a dry cure for at least 48 hours. 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.

When the mats or blankets have been pre-dampened, excess water shall not be allowed to drip onto the overlay during placement.

**531.12 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. 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. 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. Each individual test shall have a minimum strength of 150 psi (1,034 kPa). If the test results are unacceptable, the overlay shall be removed and replaced at the locations 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.

**531.13 Opening to Traffic.** No traffic or construction equipment will be permitted on the overlay until after the 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).

**531.14 Method of Measurement.** 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.

Partial depth removal in concurrence with hydro-scarification will not be measured for payment.

**531.15 Basis of Payment.** Scarification will be paid for at the contract unit price per square yard (square meter) for BRIDGE DECK SCARIFICATION, of the depth specified.

Silica fume concrete overlay will be paid for at the contract unit price per square yard (square meter) for BRIDGE DECK MICROSILICA CONCRETE OVERLAY, of the thickness specified. Latex modified 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. HRM concrete overlay will be paid for at the contract unit price per square yard (square meter) for BRIDGE DECK HRM CONCRETE OVERLAY, of the thickness specified. GGBF or fly ash concrete overlay will be paid for at the contract unit price per square yard (square meter) for BRIDGE DECK GGBF OR FLY ASH 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 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.

Concrete protected according to Article 1020.13(d) will be paid according to Article 503.22.

Areas requiring additional partial depth or full depth removal of unsound concrete after hydro-scarification, as determined by the Engineer, will be paid according to Article 109.04.

Reinforcement bars repaired in-kind, as approved by the Engineer, will be paid 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 filling core holes will be paid according to Article 109.04. Unacceptable pull-off tests will be at no additional cost to the Department."

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

Effective: January 1, 2025

Revised: January 1, 2026

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 Article 606.02(h) of the Standard Specifications to read:

“(h) Fibers (Note 1) .....1014”

Revise Note 1 in Article 606.02(h) of the Standard Specifications to read:

“Note 1. Fibers, when required, shall only be used in the concrete mixture for slipform applications.”

Revise the third paragraph in Article 606.10 of the Standard Specifications to read:

“Welded wire fabric shall be 6 x 6 in. (150 x 150 mm) mesh, #4 gauge (5.74 mm), 58 lb (26 kg) per 100 sq ft (9 sq m).”

Revise Article 1001.01(d) of the Standard Specifications to read:

“(d) Rapid Hardening Cement. Rapid hardening cement shall be according to the Bureau of Materials Policy Memorandum “Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants”, and ASTM C 1600, Type URH, Type VRH, or Type RH-CAC. It shall be used according to Article 1020.04 or when approved by the Engineer. The Contractor shall submit a report from the manufacturer or an independent lab that contains results for testing according to ASTM C 1600 which shows the cement meets the requirements of either Type URH, Type VRH, or Type RH-CAC. Test data shall be less than 1 year old from the date of submittal.

Revise Article 1001.01(e) of the Standard Specifications to read:

“(e) Other Cements. Other cements shall be according to the Bureau of Materials Policy Memorandum “Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants”, and ASTM C 1157 or ASTM C 1600, as applicable. Other cements shall be used according to Article 1020.04 or when approved by the Engineer. For cements according to ASTM C 1157, the Contractor shall submit a report from the manufacturer or an independent lab that contains results of tests which shows the cement meets the requirements Type GU, HE, MS, MH, or LH. For cements according to ASTM C 1600, the Contractor shall submit a report from the manufacturer or an independent lab that contains results of tests which shows the cement meets the requirements Type MRH or GRH. Test data shall be less than 1 year old from the date of submittal.”

Revise Article 1002.02 of the Standard Specifications to read:

“**1002.02 Quality.** Water used with cement in concrete or mortar and water used for curing concrete shall be clean, clear, and free from sugar. In addition, water shall be tested and evaluated for acceptance according to one of the following options.

OPTION 1.

(a) Acceptable limits for acidity and alkalinity when tested according to ITP T 26.

- (1) Acidity -- 0.1 Normal NaOH ..... 2 ml max.\*
- (2) Alkalinity -- 0.1 Normal HCl..... 10 ml max.\*

\*To neutralize 200 ml sample.

(b) Acceptable limits for solids when tested according to the following.

- (1) Organic (ITP T 26) ..... 0.02% max.
- (2) Inorganic (ITP T 26) ..... 0.30% max.
- (3) Sulfate (SO<sub>4</sub>) (ASTM D 516-82) ..... 0.05% max.
- (4) Chloride (ASTM D 512) ..... 0.06% max.

(c) The following tests shall be performed on the water sample and on deionized water. The same cement and sand shall be used for both tests.

- (1) Unsoundness (ASTM C 151).
- (2) Initial and Final Set Time (ASTM C 266).
- (3) Strength (ASTM C 109).

The test results for the water sample shall not deviate from the test results for the deionized water, except as allowed by the precision in the test method.

OPTION 2. Water shall meet the requirements ASTM C 1602 Tables 1 and 2 as outlined in Sections 5.1, 5.2, and 5.4.”

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.”

Add the following Section to the Standard Specifications.

#### **“SECTION 1014. FIBERS FOR CONCRETE**

**1014.01 General.** Fibers used in concrete shall be Type II or Type III (polyolefin or carbon) according to ASTM C 1116. The testing required for Type II fibers or Type III polyolefin fibers shall be performed by an independent lab a minimum of once every five years, and the test results provided to the Department. Manufacturers of Type III carbon fibers shall provide materials certification documentation not more than 6 years old a minimum of once every 5 years to the Department. The Department will maintain a qualified product list. The method of inclusion of fibers into concrete mixtures shall be according to the manufacturer’s specifications.

At the discretion of the Engineer, the concrete mixture shall be evaluated in a 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.

**1014.02 Concrete Gutter, Curb, Median and Paved Ditch.** Fibers shall be Type III. Fibers shall have a minimum length of 1/2 in. (13 mm) and a maximum length of 0.75 in. (19 mm). The maximum dosage rate in the concrete mixture shall not exceed 1.5 lb/cu yd (0.9 kg/cu m). The minimum dosage rate shall be per the manufacturer's recommendation.

**1014.03 Concrete Inlay or Overlay.** Fibers shall be Type III. Fibers shall have a minimum length of 1.0 in. (25 mm), a maximum length of 2 1/2 in. (63 mm), and a maximum aspect ratio (length divided by the equivalent diameter of the fiber) of 150. The maximum dosage rate shall not exceed 5.0 lb/cu yd (3.0 kg/cu m). The minimum dosage rate shall be per the manufacturer's recommendation.

**1014.04 Bridge Deck Fly Ash, Ground Granulated Blast Furnace (GGBF) Slag, High Reactivity Metakaolin, or Microsilica (Silica Fume) Concrete Overlay.** Fibers shall be Type III. The dosage rate shall be a minimum of 3.0 lb/cu yd (1.8 kg/cu m), unless a field demonstration according to Article 1014.01 indicates that a lower dosage rate is necessary. Based on the results of the field demonstration, the Department has the option to reduce the dosage rate of fibers, but the dosage will not be reduced to less than 2.0 lb / cu yd (1.2 kg/cu m).

**1014.05 Bridge Deck Latex Concrete Overlay.** Fibers shall be Type II or III. Fibers shall have a minimum length of 0.75 in. (19 mm), a maximum length of 1.75 in. (45 mm), and an aspect ratio (length divided by the equivalent diameter of the fiber) of between 70 and 100. The dosage rate shall be a minimum of 3.0 lb/cu yd (1.8 kg/cu m), unless a field demonstration according to Article 1014.01 indicates that a lower dosage rate is necessary. Based on the results of the field demonstration, the Department has the option to reduce the dosage rate of fibers, but the dosage will not be reduced to less than 2.0 lb/cu yd (1.2 kg/cu m)."

Add the following Section to the Standard Specifications:

#### **"SECTION 1015. HIGH PERFORMANCE SHOTCRETE**

**1015.01 Packaged Shotcrete With Aggregate.** The packaged shotcrete with aggregate shall be a pre-blended dry combination of materials for the wet-mix shotcrete method according to ASTM C 1480, Type FA or CA, Grade FR, Class I. The fibers shall be Type III according to Article 1014.01. The cement and finely divided minerals in the mixture shall be a minimum 6.65 cwt/cu yd (395 kg/cu m), and the portland cement shall not be below 4.70 cwt/cu yd (279 kg/cu m). Microsilica is required in the mixture and shall be a minimum of 5 percent by weight (mass) of cementitious material, and a maximum of 10 percent. Strength requirements shall be according to ASTM C 1480 except that the strength at 28 days shall be at least 4000 psi (27,500 kPa). Strength testing shall be according to ASTM C 1140. The air content as shot shall be 4.0 – 8.0 percent when tested according to AASHTO T 152, and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm).

The packaged shotcrete shall have a water soluble chloride ion content of less than 0.15% by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260.

The testing according to ASTM C 1480, ASTM C 1140, AASHTO 152, and ASTM C 1218 or AASHTO T 260 shall be performed by an independent lab a minimum of once every 5 years, and the test results shall be provided to the Department. The Department will maintain a qualified product list. Batching and mixing shall be per the manufacturer's recommendations.

**1015.02 Packaged Shotcrete Without Aggregate.** The packaged shotcrete that does not include pre-blended aggregate shall be according to Article 1015.01, except the added aggregate shall be according to Articles 1003.02 and 1004.02. The aggregate gradation shall be according to the manufacturer. The Department will maintain a qualified product list. Batching and mixing shall be per the manufacturer's recommendations."

Revise Section 1017 of the Standard Specifications to read:

**"SECTION 1017. PACKAGED, DRY, COMBINED MATERIALS FOR MORTAR AND CONCRETE**

**1017.01 Mortar.** 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 according to AASHTO T 161. For prestressed concrete applications, the mortar shall have a water-soluble chloride ion content of less than 0.06 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260; and for non-prestressed concrete applications, the water soluble chloride content shall be less than 0.15 percent by weight of cementitious material. The testing according to ASTM C 387, AASHTO T 161, and either ASTM C 1218 or AASHTO T 260 shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. The Department will maintain a qualified product list. Mixing of the high-strength mortar shall be according to the manufacturer's specifications.

**1017.02 Concrete.** The materials, testing, and preparation of aggregate for the "high slump" packaged concrete mixture shall be according to ASTM C 387. The mixture shall be air entrained, the slump shall be 5-10 in. (125-250 mm), and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). Strength requirements shall be according to ASTM C 387 except that the strength at 28 days shall be at least 4000 psi (27,500 kPa). The "high slump" packaged concrete mixture shall have a water soluble chloride ion content of less than 0.15% by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260. The testing according to ASTM C 387, and either ASTM C 1218 or AASHTO T 260 shall be performed by an independent lab a minimum of once every 5 years, and the test results shall be provided to the Department. The Department will maintain a qualified product list. Mixing shall be per the manufacturer's recommendations.

**1017.02 Self-Consolidating Concrete.** The materials, testing, and preparation of aggregate for the "self-consolidating concrete" packaged concrete mixture shall be according to ASTM C 387. The mixture shall be air entrained, it should be uniformly graded, and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). Strength requirements shall be according to ASTM C 387 except that the strength at 28 days shall be at least 4000 psi (27,500 Pa). Slump flow range shall be 22 in. (550 mm) minimum to 28 in. (700 mm) maximum when tested according to AASHTO T 347. The visual stability index shall be a maximum of 1 when tested according to AASHTO T 351. At the option of the manufacturer, either the J-Ring value shall be a maximum of 2 in. (50 mm) when tested according to AASHTO T 347 or the L-Box blocking ratio shall be a minimum of 80 percent when tested according AASHTO T 419. The hardened visual stability index shall be a maximum of 1 when tested according to AASHTO R 81.

The “self -consolidating concrete” packaged concrete mixture shall have a water soluble chloride ion content of less than 0.15 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260.

The testing according to ASTM C 387, AASHTO T 347, AASHTO T 351, AASHTO T 419, AASHTO R 81, ASTM C 1218 and AASHTO T 260 shall be performed by an independent lab a minimum of once every 5 years, and the test results shall be provided to the Department. The Department will maintain a qualified product list. Mixing shall be per the manufacturer’s recommendations.”

Revise Article 1018.01 of the Standard Specifications to read:

**“1018.01 Requirements.** The rapid hardening mortar or concrete shall be according to ASTM C 928 and shall have successfully completed and remain current with the AASHTO Product Eval and Audit Rapid Hardening Concrete Patching Materials (RHCP) testing program. R1, R2, or R3 concrete shall be air entrained, the slump shall be 5-10 in. (125-250 mm), and the coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). For prestressed concrete applications, the mortar or concrete shall have a water-soluble chloride ion content of less than 0.06 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260; and for non-prestressed concrete applications, the water soluble chloride content shall be less than 0.15 percent by weight of cementitious material. The Department will maintain a qualified product list. Mixing of the mortar or concrete shall be according to the manufacturer’s specifications..”

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. The air content produced by the admixture shall be 15-25 percent when incorporated into Mix 2 or an equivalent mixture as determined by the Department and tested according to AASHTO T 121 or AASHTO T 152. The testing according to AASHTO T 121 or AASHTO T 152 shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. The Department will maintain a qualified product list.”

Revise the third paragraph of Article 1019.04 of the Standard Specifications to read:

“The Engineer will instruct the Contractor to adjust the proportions of the mix design in the field as needed to meet the design criteria, provide adequate flowability, maintain proper solid suspension, or other criteria established by the Engineer.”

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 Note 9 of Table 1 of Article 1020.04 of the Standard Specifications to read:

“(9) The cement shall be a rapid hardening according to Article 1001.01(d). Minimum or maximum cement factor may be adjusted when approved by the Engineer.”

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 Article 1020.05(b)(5) of the Standard Specifications to read:

“(5) For Class PP-4 concrete, a high range water-reducing admixture, retarder, and/or hydration stabilizer may be used in addition to the air-entraining admixture. The Contractor also has the option to use a water-reducing admixture with the high range water-reducing admixture. An accelerator shall not be used. A mobile portland cement concrete plant shall be used to produce the patching mixture.

For PP-5 concrete, a non-chloride accelerator, high range water-reducing admixture, retarder, hydration stabilizer, and/or air-entraining admixture may be used. The accelerator, high range water-reducing admixture, retarder, hydration stabilizer, and/or air-entraining admixture shall be per the Contractor’s recommendation and dosage. The qualified product list of concrete admixtures shall not apply. A mobile portland cement concrete plant shall be used to produce the patching mixture.”

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.”

Add Article 1021.09 of the Standard Specifications as follows:

**“1021.09 Latex Admixtures.** 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 46-49 percent solids.

In lieu of meeting the requirements of Article 1021.01, 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.”

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 ASTM C 1107.

For prestressed concrete applications, the nonshrink grout shall have a water soluble chloride ion content of less than 0.06 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260; and for non-prestressed concrete applications, the water soluble chloride ion content shall be less than 0.15 percent by weight of cementitious material. The testing according to ASTM 1107, and either ASTM C 1218 or AASHTO T 260 shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. The Department will maintain a qualified product list. Mixing of the nonshrink grout shall be according to the manufacturer’s specifications.”

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 Article 1103.04 of the Standard Specifications to read:

“ **1103.04 Mobile Portland Cement Concrete Plants.** The mobile concrete plant shall be according to AASHTO M 241 and the Bureau of Materials Policy Memorandum “Approval of Volumetric Mobile Mixers for Concrete”. The mixer shall be capable of carrying sufficient unmixed materials to produce not less than 6 cu yd (4.6 cu m) of concrete.”

Revise the first two sections of Check Sheet #11 “Subsealing of Concrete Pavements” of the 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/Sections 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 Materials section of Check Sheet #28 “Portland Cement Concrete Inlay or Overlay” of the Recurring Special Provisions to read:

“Materials. Materials shall be according to the following Articles/Sections of the Standard Specifications.

Item	Article/Section
(a) Portland Cement Concrete (Note 1) .....	1020
(b) Fibers for Concrete.....	1014
(c) Protective Coat.....	1023.01

Note 1. Class PV concrete shall be used, except the cement factor for central mixed concrete shall be 6.05 cwt/cu yd (360 kg/cu m). A cement factor reduction according to Article 1020.05(b)(8) of the Standard Specifications will be permitted. CA 5 shall not be used and CA 7 may only be used for overlays that are a minimum of 4.5 in. (113 mm) thick. The Class PV concrete shall have a minimum flexural strength of 550 psi (3800 kPa) or a minimum compressive strength of 3000 psi (20,700 kPa) at 14 days.”

## 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."

### **CONCRETE BARRIER (BDE)**

Effective: January 1, 2025

Revise the second paragraph of Article 637.12 of the Standard Specifications to read:

"When a double face concrete barrier with a variable cross-section is required, and the variation exceeds 1/2 in. (13 mm), the barrier will be paid for at the contract unit price per foot (meter) for CONCRETE BARRIER, VARIABLE CROSS-SECTION, of the height specified."

### **CONCRETE SEALER (BDE)**

Effective: November 1, 2023

Replace Section 1026 of the Standard Specifications with the following:

#### **"SECTION 1026. CONCRETE SEALER**

**1026.01 General.** Sealer types shall be according to the listing in AASHTO M 224. All concrete sealer types shall meet the sealer requirements of AASHTO M 224 when tested in accordance with AASHTO T 384. The sealer shall be listed on the Department's qualified product list.

The sealer shall have a clear or amber color when dry.

The Department will perform the sealer characterization properties of ATR-FTIR spectra, total solids, and specific gravity in accordance with AASHTO M 224."

**DECK SLAB REPAIR**

Effective: January 1, 2026

Add the following Section 530 to the Standard Specifications:

**“SECTION 530. DECK SLAB REPAIR**

**530.01 Description.** This work shall consist of the removal of existing hot-mix asphalt (HMA) surface and loose and deteriorated concrete from a bridge deck, and the replacement with new concrete to the existing top of deck.

Work will be classified as follows.

Removal Type	Description
HMA Surface Removal	Removal of the HMA surface from the concrete bridge deck.
Deck Slab Repair (Partial)	Removal and replacement of the concrete deck, at least 3/4 in. (20 mm) but not more than 1/2 of the concrete deck thickness.
Deck Slab Repair (Full Depth, Type I)	Removal and replacement of the concrete deck to full depth, for an area 1 ft x 1 ft (300 mm x 300 mm) to 5 sq ft (0.5 sq m).
Deck Slab Repair (Full Depth, Type II)	Removal and replacement of the concrete deck to full depth, for an area greater than 5 sq ft (0.5 sq m).

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

Item.....	Article/Section
(a) Portland Cement Concrete (Note 1) .....	1020
(b) Reinforcement Bars .....	508

Note 1. Class PP-1, PP-2, PP-3, PP-4, PP-5, or BS concrete shall be used unless otherwise noted on the plans.

**530.03 Equipment.** Equipment shall be according to the following.

Item.....	Article/Section
(a) Concrete Equipment .....	1020.03
(b) Finishing Equipment .....	503.03
(c) Hydrodemolition Equipment .....	1101.11
(e) Hydro-Scarification Equipment (Note 1)	

Note 1. Hydro-scarification equipment shall consist of filtering and pumping units operating with a computerized, self-propelled robotic machine capable of removing unsound concrete in a single pass 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.

## CONSTRUCTION REQUIREMENTS

**530.04 General.** Sidewalks, curbs, drains, reinforcement, existing transverse and longitudinal joints, and other appurtenances 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.

**530.05 HMA Surface Removal.** The existing HMA surface and waterproofing membrane shall be removed and disposed of according to Articles 440.04 and 440.06, except milling equipment will not be allowed if the deck is to receive a waterproofing membrane system. Removal of the HMA surface by the use of radiant or direct heat will not be permitted. If the HMA surface or waterproofing membrane contains asbestos fibers, removal shall be according to the Recurring Special Provision "Asbestos Waterproofing Membrane or Asbestos Hot-Mix Asphalt Surface Removal".

**530.06 Concrete Removal.** Concrete shall be removed, as determined by the Engineer, in areas of loose, disintegrated, and unsound concrete. Areas designated for partial depth repair in which unsound concrete is found to extend below half the concrete deck thickness shall be removed to full depth.

A concrete saw shall be used to provide vertical edges 3/4 in. (20 mm) deep around the perimeter of the area to be patched. Where reinforcement bars lack sufficient concrete cover, the depth shall be reduced as directed by the Engineer. A saw cut will not be required if the deck is to get an overlay, or along the face of the curb, parapet or joint, or when sharp vertical edges are provided by hydrodemolition.

- (a) Partial-Depth. The loose and unsound concrete shall be removed using power-driven hand tools or hydrodemolition equipment. Power-driven hand tools include jackhammers less than or equal to the nominal 45 lb (20 kg) class. Chipping hammers heavier than the nominal 15 lb (7 kg) class shall not be used for removing concrete from below reinforcing bars, or for removal within 1 ft (300 mm) of existing beams, girders, or other structural members that are to remain in service. Jackhammers and chipping hammers shall not be operated at an angle less than 45 degrees measured from the surface of the deck.
- (b) Full Depth. 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.

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 I patches

may be supported by No. 9 (3.8 mm) wires or other devices attached to the reinforcement bars.

Exposed reinforcement bars and newly exposed concrete shall be blast cleaned. If the Engineer determines the bond between existing concrete and reinforcement bars 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. If the Engineer enlarges a designated removal area due to deterioration beyond the limits previously designated, 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.

**530.07 Reinforcement Treatment.** Care shall be exercised during concrete removal to protect the reinforcement bars and structural steel from damage. Damage to the reinforcement bars or structural steel to remain in place shall be repaired or replaced. Existing reinforcement bars shall remain in place and loose bars shall be tied. Reinforcing bars which have been removed with the patch or lost at least 25 percent of their original cross-sectional area due to corrosion 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 splicer 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.

**530.08 Cleaning.** After 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 blast cleaned to a roughened appearance free from concrete fines and foreign matter.

Exposed reinforcement bars shall be free of dirt, detrimental scale, paint, oil, or other foreign substances which may reduce bond with the concrete. Loose, scaling rust shall be removed by rubbing with burlap, wire brushing, blast cleaning, or another method approved by the Engineer.

Dust, concrete fines, debris, and water resulting from the blast cleaning shall be confined and immediately removed. If concrete placement does not follow immediately after the final cleaning, the area shall be protected with anchored polyethylene sheeting.

**530.09 Placing.** Concrete placement shall be according to Articles 503.07, 503.16, 1020.14(b), and the following.

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. 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 surface within one hour before or at any time during placement of the concrete.

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

**530.10 Curing and Protection.** Concrete patches shall be cured according to Articles 1020.13(a)(3) or (a)(5). The curing period shall be three days for Class PP-1, PP-2, PP-3, PP-4, and PP-5 concrete, and seven days for Class BS concrete. When the air temperature is below 55° F (13° C), the Contractor shall cover the patch according to Article 1020.13(d)(1) with minimum R12 insulation.

A 72 hour minimum drying period shall be required before placing waterproofing or HMA surfacing.

**530.11 Opening to Traffic.** No traffic will be permitted on a patch until after the 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 when the specimens are cured with the patch.

**530.12 Method of Measurement.** HMA surface removal and deck slab repair will be measured for payment in place and the area computed in square yards (square meters).

**530.13 Basis of Payment.** HMA 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 removed and replaced to a depth greater than half the concrete deck thickness will be paid for at the contract unit price per square yard (square meter) for DECK SLAB REPAIR (FULL DEPTH, of the type specified).

Concrete protected according to Article 1020.13(d) will be paid according to Article 503.22.

Reinforcement bars repaired in-kind, as approved by the Engineer, will be paid according to Article 109.04.”

**EROSION CONTROL BLANKET (BDE)**

Effective: August 1, 2025

Revise Article 251.02 of the Standard Specifications to read:

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

Item	Article/Section
(a) Compost .....	1081.05(b)
(b) Mulch .....	1081.06(a)
(c) Chemical Mulch Binder .....	1081.06(a)(3)
(d) Chemical Compost Binder .....	1081.06(a)(4)
(e) Erosion Control Blanket .....	1081.10(a)
(f) Wildlife Friendly Erosion Control Blanket .....	1081.10(b)
(g) Wire Staples .....	1081.10(c)
(h) Wood Stakes .....	1081.10(d)
(i) Turf Reinforcement Mat .....	1081.10(e)”

Revise the first and second sentences of Article 251.04 of the Standard Specifications to read:

“**251.04 Erosion Control Blanket.** All erosion control blanket materials shall be placed on the areas specified within 24 hours of seed placement.”

Revise the second paragraph of Article 251.04 of the Standard Specifications to read:

“After the area has been properly shaped, fertilized (when applicable), and seeded, the blanket shall be laid out flat, evenly, and smoothly, without stretching the material. The erosion control blanket shall be placed according to the manufacture’s recommendations.”

Revise the second sentence of Article 251.06(b) of the Standard Specifications to read:

“Erosion control blanket, wildlife friendly erosion control blanket, and turf reinforcement mat will be measured for payment in square yards (square meters).”

Revise Article 251.07 of the Standard Specifications to read:

“**251.07 Basis of Payment.** This work will be paid for at the contract unit price per acre (hectare) for MULCH, of the method specified; and at the contract unit price per square yard (square meter) for EROSION CONTROL BLANKET, WILDLIFE FRIENDLY EROSION CONTROL BLANKET, or TURF REINFORCEMENT MAT.”

Revise first sentence of Article 280.04(h) of the Standard Specifications to read:

“This system consists of temporarily installing erosion control blanket or wildlife friendly erosion control blanket over areas that are to be reworked during a later construction phase.”

Revise Article 280.08(g) of the Standard Specifications to read:

“(g) Temporary Erosion Control Blanket. Temporary erosion control blanket will be paid for at the contract unit price per square yard (square meter) for TEMPORARY EROSION CONTROL BLANKET or TEMPORARY WILDLIFE FRIENDLY EROSION CONTROL BLANKET.

The work of removing, storing, and reinstalling the blanket over areas to be reworked more than once will not be paid for separately but shall be included in the cost of the temporary erosion control blanket or temporary wildlife friendly erosion control blanket.”

Revise Article 1081.10 of the Standard Specifications to read:

“**1081.10 Erosion Control Blankets.** The manufacturer shall furnish a certificate with each shipment stating the amount of product furnished and that the material complies with these requirements.

- (a) Erosion Control Blanket. Erosion control blanket shall be covered on top and bottom, also known as double net, with a 100 percent biodegradable woven, natural fiber or jute net meeting the following.

Material	Minimum Value
Excelsior	80%
Straw	100%
Coconut or Coir	100% Coconut or Coir
Straw/Coconut or Coir	70% Straw / 30% Coconut or Coir

- (b) Wildlife Friendly Erosion Control Blanket. Wildlife friendly erosion control blanket shall be according to Article 1081.10(a) except the netting shall be loose weave, also known as leno weave or gauze weave, with a moveable joint.
- (c) Wire Staples. Staples shall be made from No. 11 gauge or heavier uncoated black carbon steel wire, a minimum of 1 in. (25 mm) wide at the top and a minimum overall length of 8 in. (200 mm).
- (d) Wood Stakes. Hardwood blanket anchors shall be nominally 7 in. (180 mm) long from neck of hook to tip of anchor. The anchor shall have a minimum 1/2 in. (13 mm) curving hook to hold the blanket in place.
- (e) Turf Reinforcement Mat (TRM). The TRM shall be comprised of non-degradable, ultraviolet stabilized synthetic fibers, filaments, netting, and/or wire mesh processed into a three-dimensional reinforced mat. The mats may include degradable material to assist with vegetation establishment. Soil filled mats will not be allowed.

The TRM shall meet the following physical and performance properties:

Property	Value	Test Method
Tensile Strength, lb/ft (kN/m)	150 (2.19) min.	ASTM D 6818
UV Stability, (% Tensile Retained)	80 min.	ASTM D 4355 (1000 Hour Exposure)
Resiliency, (% Thickness Retained)	80 min.	ASTM D 6524
Allowable Shear Stress, lb/sq ft (Pa) <sup>1/</sup>	8 (384)	ECTC approved test method and independent laboratory

1/ Minimum shear stress the TRM (fully vegetated) can sustain without physical damage or excess erosion (> 1/2 in. (13 mm) soil loss) during a 30 minute flow event in large scale testing.

For TRMs containing degradable components, all property values shall be obtained on the non-degradable portion of the matting alone.”

## FUEL COST ADJUSTMENT (BDE)

Effective: April 1, 2009

Revised: August 1, 2017

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

General. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and extra work paid for by agreed unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Extra work paid for at a lump sum price or by force account will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

(a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and

540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

English Units		
Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / \$1000
Metric Units		
Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B – Subbase and Aggregate Base courses	2.58	liters / metric ton
C – HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D – PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E – Structures	30.28	liters / \$1000

(c) Quantity Conversion Factors.

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

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

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

- Where: CA = Cost Adjustment, \$  
 FPI<sub>P</sub> = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)  
 FPI<sub>L</sub> = Fuel Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/gal (\$/liter)  
 FUF = Fuel Usage Factor in the pay item(s) being adjusted  
 Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

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

Basis of Payment. Fuel cost adjustments may be positive or negative but will only be made when there is a difference between the  $FPI_L$  and  $FPI_P$  in excess of five percent, as calculated by:

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

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

### **GUARDRAIL (BDE)**

Effective: November 1, 2025

Revise Article 701.17(f) of the Standard Specifications to read:

“(f) Guardrail. Where guardrail is temporarily removed or where the guardrail installation is incomplete, Type II barricades or drums shall be placed at 50 ft (15 m) centers during completion of the work.

Guardrail installation shall be completed within three calendar days of removal or shielded with a temporary longitudinal traffic barrier approved by the Engineer.

On staged construction projects all guardrail and end terminal installations shall be complete prior to switching traffic.”

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

Effective: January 1, 2024

Revised: April 1, 2026

Add the following to the end of Article 406.06(c) of the Standard Specifications:

“The amount of HMA binder course placed shall be limited to that which can be surfaced during the same construction season.”

Revise the fifteenth through eighteenth paragraphs of Article 406.14 of the Standard Specifications to read:

“The mixture used in constructing acceptable HMA test strips will be paid for at the contract unit price. Unacceptable HMA test strips shall be removed and replaced at no additional cost to the Department.”

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 as follows:

“(3) The Contractor shall take possession of any Department 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 and may add these materials 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 ( $G_{mm}$ ) will be based on the running average of four available Department test results for that project. If less than four  $G_{mm}$  test results are available, an average of all available Department test results for that project will be used. The initial  $G_{mm}$  will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial  $G_{mm}$ .”

Revise the Quality Control Limits table in Article 1030.09(c) 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 value shall be 3.2 to 4.8 percent.

3/ Allowable limit below minimum design VMA requirement."

Revise Article 1030.09(g)(1) of the Supplemental Specifications with the following:

“(1) The Contractor shall sample approximately 200 lb (91 kg) of mix as required for the Department’s random mixture verification tests according to Article 1030.09(h)(1).”

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).”

Revise the second sentence of Article 1030.09(h)(1) of the Supplemental Specifications with the following:

“The random verification mixture sampling interval will be a maximum of 3,000 tons (2,720 metric tons). The Engineer will randomly identify one sample per interval, with a minimum of one sample per mix. If the remaining mix quantity is 600 tons (544 metric tons) or less, the quantity will be combined with the previous interval in the Engineer’s random sample identification. If the required tonnage of a mixture for a single pay item is less than 250 tons (225 metric tons) in total, the Engineer will waive mixture verification sampling and testing.”

Revise the third paragraph of Article 1030.09(h)(1) of the Standard Specifications to read:

“If comparisons of the mixture verification test results are outside the above limits of precision, the Department will verify the results by testing the retained split sample. The retest results will replace all the original results.”

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

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

Replace the last sentence of the fourth paragraph of Article 1030.10 of the Standard Specifications with the following:

“The mixture test results shall meet the requirements of Article 1030.05(d), except tensile strength and TSR testing will only be conducted on the first use of a mix design for the year and Hamburg wheel tests will only be conducted on High ESAL mixtures. To be considered acceptable to remain in place, the Department’s mixture test results shall meet the acceptable limits stated in Article 1030.09(i)(1). In addition, no visible pavement distress such as, but not limited to, segregation, excessive coarse aggregate fracturing outside of growth curves, excessive dust balls, or flushing shall be present as determined by the Engineer.”

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

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

Replace the eleventh paragraph of Article 1030.10 of the Standard Specifications with the following:

“If an initial Hamburg wheel or I-FIT test fails to meet the requirements of Article 1030.05(d), the Department will verify the results by testing the retained gyratory cylinders. Upon notification by the Engineer of a Hamburg wheel or I-FIT test failure on the retained gyratory cylinders, the Contractor shall substitute an approved mix design, submit a new mix design for mix verification testing according to Article 1030.05(d), or pave 250 tons with or without an adjustment and resample for Department Hamburg wheel and I-FIT testing as directed by the Engineer. Paving may continue as long as all other mixture criteria is being met. If Hamburg wheel or I-FIT tests on the resampled HMA fail, production of the affected mixture shall cease and the Contractor shall substitute an approved mix design or submit a new mix design for mix verification testing according to Article 1030.05(d).”

**HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT (BDE)**

Effective: November 1, 2022

Revised: August 1, 2023

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

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

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

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

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

“LJS Half-Width Application Rate, lb/ft (kg/m) <sup>1/</sup>			
Lift Thickness, in. (mm)	Coarse Graded Mixture (IL-19.0, IL-19.0L, IL-9.5, IL-9.5L, IL-4.75)	Fine Graded Mixture (IL-9.5FG)	SMA Mixture (SMA-9.5, SMA-12.5)
¾ (19)	0.44 (0.66)		
1 (25)	0.58 (0.86)		
1 ¼ (32)	0.66 (0.98)	0.44 (0.66)	
1 ½ (38)	0.74 (1.10)	0.48 (0.71)	0.63 (0.94)
1 ¾ (44)	0.82 (1.22)	0.52 (0.77)	0.69 (1.03)
2 (50)	0.90 (1.34)	0.56 (0.83)	0.76 (1.13)
≥ 2 ¼ (60)	0.98 (1.46)		

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

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

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

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

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

**PAVEMENT MARKING (BDE)**

Effective: April 1, 2025

Revised: November 1, 2025

Revise the fourth sentence of the fourth paragraph of Article 780.05 of the Standard Specifications to read:

“Grooves for letters and symbols shall be cut in a rectangular shape or in the shape of the proposed marking so the entire marking will fit within the limits of the grooved area.”

Revise the last sentence of the third paragraph of Article 780.08 of the Standard Specifications to read:

“The Contractor shall install the preformed plastic pavement markings according to the manufacturer’s recommendations.”

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

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

**PAVEMENT PATCHING (BDE)**

Effective: August 1, 2025

Revise the first sentence of the last paragraph of Article 442.06(a)(2) of the Standard Specifications to read:

“Type IV patches shall be reinforced with welded wire reinforcement according to the details shown on the plans.”

Revise Article 442.06(a)(3) of the Standard Specifications to read:

“(3) Class C Patching. Patches adjacent to a new lane of pavement, new portland cement concrete shoulder, or new curb and gutter of more than 20 ft (6 m) in length shall be tied with No. 6 (No. 19) tie bars, 24 in. (600 mm) long, embedded 8 in. (200 mm) at 36 in. (900 mm) centers according to Article 420.05(b).

When the patched pavement is not to be resurfaced, transverse contraction joints shall be formed on 15 ft (4.5 m) to 20 ft (6 m) centers by sawing in all patches that are more than 20 ft (6 m) in length. They shall be placed in line with joints or cracks in the existing slab whenever possible.”

Revise the eighth paragraph of Article 442.11 of the Standard Specifications to read:

“Pavement tie bars for patches will be paid for at the contract unit price per each for TIE BARS, of the diameter specified.”

**PERFORMANCE GRADED ASPHALT BINDER (BDE)**

Effective: January 1, 2023

Revised: April 1, 2026

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 (SBS). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be a styrene-butadiene-styrene without oil extension. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the following requirements for the grade shown on the plans.

Requirements for Styrene-Butadiene Copolymer (SBS) Modified Asphalt Binders			
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.	
Tests on Residue from Rolling Thin Film Oven Test (RTFO), AASHTO T 240			
Multiple Stress Creep Recovery (MSCR), AASHTO T 350			
Asphalt Grade	Test Temperature	Maximum J <sub>nr</sub> (3.2 kPa)	Minimum % Recovery (3.2 kPa)
SBS 76-22	64 °C	≤ 0.5	≥ 75 %
SBS 70-22		≤ 2	≥ 30 %
SBS 76-28	58 °C	≤ 0.5	≥ 80 %
SBS 70-28		≤ 1	≥ 60 %
SBS 64-28		≤ 2	≥ 30 %

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

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

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

Requirements for Ground Tire Rubber (GTR) Modified Asphalt Binders		
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, 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 Article 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.

Requirements for Softener Modified (SM) Asphalt Binders		
Test	Asphalt Grade	
		SM PG 46-28
	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, ΔT <sub>c</sub> , 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, Δ G*  <sub>peak</sub> τ, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	≥ 54 %	

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

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the polymer and the softening compound as well as the polymer/softener modified asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged polymer/softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged polymer/softener modified binder, and 40-hour PAV aged polymer/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.

Requirements for Polymer/Softener Modified (SBS-SM) Asphalt Binders			
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.	
Tests on Residue from Rolling Thin Film Oven Test (RTFO), AASHTO T 240			
Multiple Stress Creep Recovery (MSCR), AASHTO T 350			
Asphalt Grade	Test Temperature	Maximum J <sub>nr</sub> (3.2 kPa)	Minimum % Recovery (3.2 kPa)
SBS-SM 76-22	64 °C	≤ 0.5	≥ 75 %
SBS-SM 70-22		≤ 2	≥ 30 %
SBS-SM 76-28	58 °C	≤ 0.5	≥ 80 %
SBS-SM 70-28		≤ 1	≥ 60 %
SBS-SM 64-28		≤ 2	≥ 30 %
Small Strain Parameter (AASHTO PP 113) BBR, ΔT <sub>c</sub> , 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, Δ G*  <sub>peak</sub> τ, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)			≥ 60 %

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 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 polymer modified mixes.”

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

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

## **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.”

### **RAISED REFLECTIVE PAVEMENT MARKERS (BDE)**

Effective: November 1, 2025

Revise the eighth sentence of the second paragraph of Article 781.03(a) of the Standard Specifications to read:

“A rapid setting epoxy selected from the Department’s qualified product list for raised reflective pavement markers shall be poured into the cut to within 3/8 in. (9 mm) of the pavement surface.”

Revise the first sentence of Article 1096.01 of the Standard Specifications to read:

“**1096.01 Raised Reflective Pavement Markers.** Raised reflective pavement markers shall meet the following requirements and be on the Department’s qualified product list.”

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

Effective: January 1, 2024

Revised: April 1, 2026

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 fourth paragraph of Article 669.10 of the Standard Specifications.

“Regulated substances monitoring will be measured for payment per calendar day, where 4 or more hours of monitoring activities is defined as 1.0 calendar day and less than 4 hours of monitoring activities is defined as 0.5 calendar day.”

Revise the second paragraph of Article 669.11 of the Standard Specification to read:

“Regulated substances monitoring, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day for REGULATED SUBSTANCES MONITORING. In no case will more than 1.0 calendar day be paid on a given calendar day.”

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.”

## **SEEDING (BDE)**

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

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

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

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

Class – Type	Seeds	lb/acre (kg/hectare)
4 Native Grass 2/ 6/	<i>Andropogon gerardi</i> (Big Blue Stem) 5/	4 (4)
	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/	5 (5)
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	5 (5)
	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	1 (1)
	<i>Panicum virgatum</i> (Switch Grass) 5/	1 (1)
	<i>Sorghastrum nutans</i> (Indian Grass) 5/	2 (2)
	Annual Ryegrass	25 (25)
	Oats, Spring	25 (25)
	Perennial Ryegrass	15 (15)
	4A Low Profile Native Grass 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/
<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/		5 (5)
<i>Elymus canadensis</i> (Canada Wild Rye) 5/		1 (1)
<i>Sporobolus heterolepis</i> (Prairie Dropseed) 5/		0.5 (0.5)
Annual Ryegrass		25 (25)
Oats, Spring		25 (25)
Perennial Ryegrass		15 (15)
4B Wetland Grass and Sedge Mixture 2/ 6/		Annual Ryegrass
	Oats, Spring	25 (25)
	Wetland Grasses (species below) 5/	6 (6)
<u>Species:</u>		<u>% By Weight</u>
<i>Calamagrostis canadensis</i> (Blue Joint Grass)		12
<i>Carex lacustris</i> (Lake-Bank Sedge)		6
<i>Carex slipata</i> (Awl-Fruited Sedge)		6
<i>Carex stricta</i> (Tussock Sedge)		6
<i>Carex vulpinoidea</i> (Fox Sedge)		6
<i>Eleocharis acicularis</i> (Needle Spike Rush)		3
<i>Eleocharis obtusa</i> (Blunt Spike Rush)		3
<i>Glyceria striata</i> (Fowl Manna Grass)		14
<i>Juncus effusus</i> (Common Rush)		6
<i>Juncus tenuis</i> (Slender Rush)		6
<i>Juncus torreyi</i> (Torrey's Rush)		6
<i>Leersia oryzoides</i> (Rice Cut Grass)		10
<i>Scirpus acutus</i> (Hard-Stemmed Bulrush)		3
<i>Scirpus atrovirens</i> (Dark Green Rush)		3
<i>Bolboschoenus fluviatilis</i> (River Bulrush)		3
<i>Schoenoplectus tabernaemontani</i> (Softstem Bulrush)		3
<i>Spartina pectinata</i> (Cord Grass)		4

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

Class – Type	Seeds	lb/acre (kg/hectare)
5A Large Flower Native Forb Mixture 2/ 5/ 6/	Forb Mixture (see below)	5 (5)
	<u>Species:</u>	<u>% By Weight</u>
	<i>Aster novae-angliae</i> (New England Aster)	5
	<i>Echinacea pallida</i> (Pale Purple Coneflower)	10
	<i>Helianthus mollis</i> (Downy Sunflower)	10
	<i>Heliopsis helianthoides</i> (Ox-Eye)	10
	<i>Liatris pycnostachya</i> (Prairie Blazing Star)	10
	<i>Ratibida pinnata</i> (Yellow Coneflower)	5
	<i>Rudbeckia hirta</i> (Black-Eyed Susan)	10
	<i>Silphium laciniatum</i> (Compass Plant)	10
	<i>Silphium terebinthinaceum</i> (Prairie Dock)	20
	<i>Oligoneuron rigidum</i> (Rigid Goldenrod)	10
5B Wetland Forb 2/ 5/ 6/	Forb Mixture (see below)	2 (2)
	<u>Species:</u>	<u>% By Weight</u>
	<i>Acorus calamus</i> (Sweet Flag)	3
	<i>Angelica atropurpurea</i> (Angelica)	6
	<i>Asclepias incarnata</i> (Swamp Milkweed)	2
	<i>Aster puniceus</i> (Purple Stemmed Aster)	10
	<i>Bidens cernua</i> (Beggarticks)	7
	<i>Eutrochium maculatum</i> (Spotted Joe Pye Weed)	7
	<i>Eupatorium perfoliatum</i> (Boneset)	7
	<i>Helenium autumnale</i> (Autumn Sneezeweed)	2
	<i>Iris virginica shrevei</i> (Blue Flag Iris)	2
	<i>Lobelia cardinalis</i> (Cardinal Flower)	5
	<i>Lobelia siphilitica</i> (Great Blue Lobelia)	5
	<i>Lythrum alatum</i> (Winged Loosestrife)	2
	<i>Physostegia virginiana</i> (False Dragonhead)	5
	<i>Persicaria pensylvanica</i> (Pennsylvania Smartweed)	10
	<i>Persicaria lapathifolia</i> (Curlytop Knotweed)	10
	<i>Pycnanthemum virginianum</i> (Mountain Mint)	5
	<i>Rudbeckia laciniata</i> (Cut-leaf Coneflower)	5
	<i>Oligoneuron riddellii</i> (Riddell Goldenrod)	2
	<i>Sparganium eurycarpum</i> (Giant Burreed)	5
6 Conservation Mixture 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/ <i>Elymus canadensis</i> (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring	5 (5)  2 (2)  5 (5) 15 (15) 48 (55)
6A Salt Tolerant Conservation Mixture 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/ <i>Elymus canadensis</i> (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring <i>Puccinellia distans</i> (Fults Saltgrass or Salty Alkaligrass)	5 (5)  2 (2)  5 (5) 15 (15) 48 (55) 20 (20)
7 Temporary Turf Cover Mixture	Perennial Ryegrass Oats, Spring	50 (55) 64 (70)

Notes:

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

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

**SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)**

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 ± 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."

**SIGN PANELS AND APPURTENANCES (BDE)**

Effective: January 1, 2025

Revised: January 1, 2026

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

"(c) Aluminum Epoxy Mastic .....1008.03"

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

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

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

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

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

Revise the first sentence of the tenth paragraph of Article 720.03 of the Standard Specifications to read:

"The backs of all sign panels shall be marked in a manner designed to last as long as the sign face material, in letters and numerals at least 3/8 in. (9.5 mm) but no more than 3/4 in. (19 mm)

in height with the month and year of manufacture, the name of the sign manufacturer, the name of the sign sheeting manufacturer, the method of manufacture (“screened”, “EC film”, “direct applied”, or “digital print”), and the initials IDOT.”

Revise the first sentence of the fourth paragraph of Article 1091.03(a)(10) of the Standard Specifications to read:

“Transparent colors screened, or transparent acrylic electronic cutting films, or digital printing on white sheeting, shall meet the minimum initial coefficient of retroreflection values of the 0.2 degree observation angle, -4.0 degree entrance angle values as listed in the previous tables for the color being applied.”

Add the following after the fourth paragraph of Article 1091.03(a)(10) of the Standard Specifications:

“Digitally printed signs shall be produced using digital print technologies and ink systems, products and processes that comply with the sheeting manufacturer’s recommendation. The digitally printed signs shall be fabricated with a full sign protective overlay film designed to provide a smooth surface needed for retroreflectivity, and to protect the sign from fading and UV degradation. The overlaminates shall comply with the sheeting manufacturer’s recommendations to ensure proper adhesion and transparency.”

Add the following after the third paragraph of Article 1106.01 of the Standard Specifications:

“Digitally printed signs may omit protective overlay film.”

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

Effective: January 2, 2023

Revised: January 1, 2026

Revise the third through ninth paragraphs of Article 106.01 of the Standard Specifications to read:

“Articles, materials, and supplies shall be classified into only one of the following categories.

- (a) Iron and Steel. All iron and steel products, which are to be incorporated into the work, shall be domestically manufactured or produced and fabricated, unless an exception is expressly permitted under Federal and/or State law and written permission is given by the Department. The Contractor shall obtain from the iron or steel producer and/or fabricator, in addition to the mill analysis, a certification that all iron or steel materials meet these domestic source requirements.

The applications of all coatings, epoxy, galvanizing, painting, etc. to iron and steel products shall be domestically applied.

- (b) Manufactured Products. Manufactured products shall include articles, materials or supplies that have been processed into a specific form or shape; or have been combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. Manufactured products incorporated into the work shall have the final assembly for the manufacturing process occur domestically.

A manufactured product may include components that are construction materials, iron or steel products, or exempt materials.

Precast concrete products and intelligent transportation systems (ITS) or other electronic hardware systems shall comply with the requirements of Article 106.01(a) in addition to the requirements of manufactured products.

(c) Construction Materials. All manufacturing processes for construction materials shall occur within the United States. Construction materials shall include an article, material, or supply consisting of only one of the following.

- (1) Non-ferrous metals;
- (2) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (3) Glass (including optic glass);
- (4) Fiber optic cable (including drop cable);
- (5) Optical fiber;
- (6) Lumber;
- (7) Drywall;
- (8) Engineered wood.

Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

(d) Exempt Materials. Materials exempt from domestic production requirements are cement or cementitious materials, aggregates, aggregate binding agents or additives, or items not permanently incorporated into the work. Exempt materials may be combined with other materials into a final form to produce a manufactured product.”

## **SPEED DISPLAY TRAILER (BDE)**

Effective: April 2, 2014

Revised: January 1, 2022

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

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

Add the following to Article 701.15 of the Standard Specifications:

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

Add the following to Article 701.20 of the Standard Specifications:

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

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

Add the following to Article 1106.02 of the Standard Specifications:

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

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

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

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

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

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

Effective: April 2, 2004

Revised: November 1, 2025

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. The following documentation shall be furnished to the Engineer.

- (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 will be derived from submitted documentation.

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.

**STRUCTURAL REPAIR OF CONCRETE (BDE)**

Effective: January 1, 2026

Add the following Section 532 to the Standard Specifications:

**“SECTION 532. STRUCTURAL REPAIR OF CONCRETE**

**532.01 Description.** This work shall consist of repairing concrete on a bridge substructure, culvert, retaining wall, or other structure.

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

Item	Article/Section
(a) Portland Cement Concrete (Note 1) .....	1020
(b) R1, R2, or R3 Concrete .....	1018
(c) Packaged, Dry, Combined Materials for Concrete .....	1017.02, 1017.03
(d) High Performance Shotcrete .....	1015
(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
(k) Epoxy (Note 2) .....	1025
(l) Mechanical Bar Splicers .....	508.06(c)
(m) Polymer Modified Portland Cement Mortar (Note 3)	

Note 1. The concrete shall be Class SI, except the cement and finely divided minerals shall be a minimum 6.65 cwt/cu yd (395 kg/cu m) with no reductions permitted, the cement shall not be below 4.70 cwt/cu yd (279 kg/cu m), the coarse aggregate shall be a CA 16, the strength shall be a minimum 4000 psi (27,500 kPa) at 28 days, and the slump shall be 5-10 in. (125-250 mm). A self-consolidating concrete mixture will also permitted. Slump flow range, visual stability index, J-Ring, L-Box, and hardened visual stability index requirements shall be according to Article 1020.04.

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

Note 3. Polymer modified portland cement mortar shall be a packaged product consisting of cementitious materials, fine aggregate, and a polymer modifier; and shall have successfully completed and remain current with the AASHTO Product Eval and Audit Rapid Hardening Concrete Patching Materials (RHCP) testing program. The mortar shall be a workable mix capable of bonding and holding its own plastic weight when mixed and placed according to manufacturer’s instructions on vertical and overhead surfaces. It shall have a minimum compressive strength of 1,500 psi (10,300 kPa) at 24 hours, 4,000 psi (27,500 kPa) at 7 days, and 5,000 psi (34,500 kPa) at 28 days when tested according to ASTM C 109 or AASHTO T 106. In addition, the mortar shall have a minimum bond strength of 1,500 psi (10,300 kPa) at 7 days when tested according to ASTM C 882. For prestressed concrete applications, the mortar shall have a water-soluble chloride ion content of less than 0.06 percent by weight of cementitious material when tested according to ASTM C 1218 or AASHTO T 260; and for non-prestressed concrete applications, the water-soluble chloride ion content shall be less than 0.15 percent by weight of cementitious material. The Department will maintain a Qualified Product List of Polymer Modified Portland Cement Mortar.

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

Item	Article/Section
(a) Hydrodemolition Equipment.....	1101.11
(b) High Performance Shotcrete Equipment (Note1)	

Note 1. The batching, mixing, pumping, hose, nozzle, and auxiliary equipment shall be for the wet-mix shotcrete method and meet the requirements of ACI 506R.

### CONSTRUCTION REQUIREMENTS

**532.04 General.** The repair method shall be either formed concrete repair or shotcrete according to the following.

- (a) Formed Concrete Repair. 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.

Formed concrete repair shall not be used for overhead applications except as noted for polymer modified portland cement mortar.

Polymer modified portland cement mortar shall only be used for repairs between 3/8 in. (10 mm) and 2 in. (50 mm) deep on horizontal, vertical, and overhead surfaces.

- (b) Shotcrete. 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.

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.

The Contractor shall provide a current copy of ACI 506R to the Engineer a minimum of one week prior to the 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 and a copy of the nozzle men certificate(s) provided to the Engineer.

**532.05 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 approval. Whenever 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 approved support system is installed.

**532.06 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 indicated whenever possible. The repair perimeter shall be sawed a depth of 1/2 in. (13 mm) or less, as required to avoid cutting the reinforcement. 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 hydrodemolition equipment or chipping hammer with a 15 lb. (7 kg) maximum class. The concrete removal shall extend along the reinforcement bar until the reinforcement is free of bond inhibiting corrosion. Reinforcement bars with 50 percent or more exposed area shall be undercut to a depth of 3/4 in. (19 mm) or the diameter of the reinforcement bar, whichever is greater.

The minimum repair depth shall be 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 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.

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.

Once concrete removal has started, the Contractor shall have 14 calendar days to complete each repair location.

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 six 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.

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

The repair area and perimeter vertical face shall have a rough surface. Just prior to concrete or shotcrete placement, the repair area shall be saturated with water to a saturated surface-dry condition. Any standing water shall be removed.

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, and overspray. Preparation may be by lightly brushing or blast cleaning if the previous shotcrete surface was less than 36 hours prior. If more than 36 hours prior, the surface shall be prepared by blast cleaning.

**532.08 Reinforcement.** Exposed reinforcement bars shall be cleaned of concrete and corrosion by blast cleaning. After cleaning, exposed reinforcement will be 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 will be permitted.

Intersecting reinforcement bars shall be tightly secured to each other using 0.006 in. (0.15 mm) or heavier gauge tie wire and shall be adequately supported to minimize movement during concrete placement or application of shotcrete.

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 Contractor shall anchor the new concrete to the existing concrete with 3/4 in. (19 mm) diameter hook bolts spaced at 15 in. (380 mm) maximum centers both vertically and horizontally, and a minimum of 12 in. (305 mm) away from the perimeter of the repair according to Section 584.

**532.09 Repair Methods.** Within 3 calendar days of the surface preparation and after the repair areas are approved by the Engineer, the concrete or shotcrete shall be placed according to the following.

- (a) Formed Concrete Repair. Falsework and forms shall be according to Articles 503.05 and Article 503.06. Formwork shall provide a smooth and uniform concrete finish and shall approximately match the existing concrete structure. 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. The concrete shall be Class SI concrete; packaged R1, R2, or R3 concrete; packaged, dry, combined materials for concrete; or polymer modified portland cement mortar. The concrete shall be placed and consolidated according to Article 503.07.

Curing shall be according to Article 1020.13.

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

- (b) Shotcrete. In the field, shotcrete shall be tested for air content according to Illinois Modified AASHTO T 152 or 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.

Compressive strength shall be according to ASTM C 1140, except 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. At the discretion of the Engineer, the test panel may be reduced to 18x18x3.5 in. (457x457x89 mm).

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.

Air temperature limits according to the first paragraph of Article 1020.14(b) shall apply in cold 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. 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 2-5 ft. (0.6-1 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 4 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. 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. 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 or a manufacturer approved finishing aid shall be used to approximately match the existing concrete texture.

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. Note 5 of the Index Table in Article 1020.13 shall also apply.

When a shotcrete layer is to be covered by a succeeding shotcrete layer within 36 hours, the repair area shall be protected by wet curing with either burlap or cotton mats until the succeeding layer is applied. Intermittent hand fogging may be used for the first hour and a half if wet curing with mats begins within 10 minutes after fogging has ceased.

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.

The concrete or shotcrete 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.

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

**532.10 Protective Coat.** Protective coat shall be applied to the completed repair at reinforcement bar locations with less than 3/4 in. (19 mm) of cover according to Article 503.19, except blast cleaning shall be performed to remove curing compound.

**532.11 Inspection.** After curing but no sooner than 28 days after placement of concrete or shotcrete, the Contractor shall provide ladders or other necessary equipment for the Engineer to inspect the repaired areas.

A repaired area with cracks, voids, or delamination shall be considered as nonconforming. Any of the following shall be cause for removal and replacement of a repaired area.

- (a) A single surface crack greater than 0.01 in. (0.25 mm) in width and greater than 12 in. (300 mm) in length.
- (b) 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.
- (c) Map cracking in one or more regions totaling 15 percent or more of the gross surface area of the repair.
- (d) Two or more surface voids with least dimension of 3/4 in. (19 mm) each.
- (e) A repaired area not within 1/4 in. (6 mm) of the original dimensions.

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 shall be applied to the surface of the crack as determined by the Engineer. Voids shall be repaired according to Article 503.15.

**532.12 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.

**532.13 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 INCHES or STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES).

Concrete protected according to Article 1020.13(d) will be paid according to Article 503.22.

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

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

#### **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 – FEDERAL AID CONTRACT (BDE)**

Effective: April 1, 2026

If the prevailing rate of wages published by the Illinois Department of Labor (IDOL) is equal to or greater than the prevailing wage determination by the United States Secretary of Labor for the same locality for the same type of construction used to classify the federal construction project, the requirements of the Illinois Prevailing Wage Act (820 ILCS 130) shall apply, including the “ILLINOIS PREVAILING WAGE ACT” section below. If not, only the requirements of the Davis-Bacon Act shall apply, including the “DAVIS-BACON ACT” section below.

DAVIS-BACON ACT. 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.”

ILLINOIS PREVAILING WAGE ACT. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

“STATEMENTS AND PAYROLLS

- (1) Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
- (2) Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include the worker’s name, the worker’s address, the worker’s telephone number when available, the worker’s social security number, the worker’s classification or classifications, the worker’s gross and net wages paid in each pay period, the worker’s number of hours worked each day, and the worker’s starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employer and one or more labor organization must additionally submit the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days’ notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.

- (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 Certified Transcript of Payroll Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://labor.illinois.gov>. 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.

- (4) Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

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

Effective: January 1, 2021

Revised: January 1, 2023

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

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

Add the following to Article 406.03 of the Standard Specifications:

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

Revise Article 406.11 of the Standard Specifications to read:

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

(a) Test Sections.

- (1) High-Speed Mainline Pavement. High-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit greater than 45 mph. These sections shall be tested with an inertial profiling system (IPS).
- (2) Low-Speed Mainline Pavement. Low-speed mainline pavement consists of pavements, ramps, and loops with a posted speed limit of 45 mph or less. These sections shall be tested using a 16 ft (5 m) straightedge or with an IPS analyzed using the rolling 16 ft (5 m) straightedge simulation in ProVAL.
- (3) Miscellaneous Pavement. Miscellaneous pavement are segments that either cannot readily be tested by an IPS or conditions beyond the control of the Contractor preclude the achievement of smoothness levels typically achievable with mainline pavement construction. This may include the following examples or as determined by the Engineer.
  - a. Pavement on horizontal curves with a centerline radius of curvature of less than or equal to 1,000 ft (300 m) and the pavement within the superelevation transition of such curves;
  - b. Pavement on vertical curves having a length less than or equal to 200 ft (60 m) in combination with an algebraic change in tangent grade greater than or equal to 3 percent as may occur on urban ramps or other constricted-space facilities;
  - c. The first and last 50 ft (15 m) of a pavement section where the Contractor is not responsible for the adjoining surface;
  - d. Intersections and the 25 ft (7.6 m) before and after an intersection or end of radius return;
  - e. Variable width pavements;
  - f. Side street returns, to the end of radius return;
  - g. Crossovers;
  - h. Pavement connector for bridge approach slab;
  - i. Bridge approach slab;
  - j. Pavement that must be constructed in segments of 600 ft (180 m) or less;
  - k. Pavement within 25 ft (7.6 m) of manholes, utility structures, at-grade railroad crossings, or other appurtenances;
  - l. Turn lanes; and
  - m. Pavement within 5 ft (1.5 m) of jobsite sampling locations for HMA volumetric testing that fall within the wheel path.

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

- (4) International Roughness Index (IRI). An index computed from a longitudinal profile measurement using a quarter-car simulation at a simulation speed of 50 mph (80 km/h).
  - (5) Mean Roughness Index (MRI). The average of the IRI values for the right and left wheel tracks.
    - a.  $MRI_O$ . The MRI of the existing pavement prior to construction.
    - b.  $MRI_I$ . The MRI value that warrants an incentive payment.
    - c.  $MRI_F$ . The MRI value that warrants full payment.
    - d.  $MRI_D$ . The MRI value that warrants a financial disincentive.
  - (6) Areas of Localized Roughness (ALR). Isolated areas of roughness, which can cause significant increase in the calculated MRI for a given subplot.
  - (7) Subplot. A continuous strip of pavement 0.1 mile (160 m) long and one lane wide. A partial subplot greater than or equal to 264 ft (80 m) will be subject to the same evaluation as a whole subplot. Partial subplots less than 264 ft (80 m) shall be included with the previous subplot for evaluation purposes.
- (b) Corrective Work. Corrective work shall be completed according to the following.
- (1) High-Speed Mainline Pavement. For high-speed mainline pavement, any 25 ft (7.6 m) interval with an ALR in excess of 200 in./mile (3,200 mm/km) will be identified by the Engineer and shall be corrected by the Contractor. Any subplot having a MRI greater than  $MRI_D$ , including ALR, shall be corrected to reduce the MRI to the  $MRI_F$ , or replaced at the Contractor's option.
  - (2) Low-Speed Mainline Pavement. Surface variations in low-speed mainline pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.
  - (3) Miscellaneous Pavements. Surface variations in miscellaneous pavement which exceed the 5/16 in. (8 mm) tolerance will be identified by the Engineer and shall be corrected by the Contractor.

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

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

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

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

The upper MRI thresholds for high-speed mainline pavement are dependent on the MRI of the existing pavement before construction ( $MRI_0$ ) and shall be determined as follows.

Upper MRI Thresholds <sup>1/</sup>	MRI Thresholds (High-Speed, HMA Overlay)	
	$MRI_0 \leq 125.0$ in./mile ( $\leq 1,975$ mm/km)	$MRI_0 > 125.0$ in./mile <sup>1/</sup> ( $> 1,975$ mm/km)
Incentive ( $MRI_I$ )	45.0 in./mile (710 mm/km)	$0.2 \times MRI_0 + 20$
Full Pay ( $MRI_F$ )	75.0 in./mile (1,190 mm/km)	$0.2 \times MRI_0 + 50$
Disincentive ( $MRI_D$ )	100.0 in./mile (1,975 mm/km)	$0.2 \times MRI_0 + 75$

1/  $MRI_0$ ,  $MRI_I$ ,  $MRI_F$ , and  $MRI_D$  shall be in in./mile for calculation.

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

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, HMA Overlay)	
Mainline Pavement MRI Range	Assessment Per Sublot <sup>1/</sup>
$MRI \leq MRI_I$	$+ (MRI_I - MRI) \times \$20.00$ <sup>2/</sup>
$MRI_I < MRI \leq MRI_F$	$+ \$0.00$
$MRI_F < MRI \leq MRI_D$	$- (MRI - MRI_F) \times \$8.00$
$MRI > MRI_D$	$- \$200.00$

1/  $MRI$ ,  $MRI_I$ ,  $MRI_F$ , and  $MRI_D$  shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$300.00.

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

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

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

**“407.03 Equipment.** Equipment shall be according to Article 406.03.”

Revise Article 407.09 of the Standard Specifications to read:

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

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

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

1/ MRI shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$800.00.”

**Portland Cement Concrete Pavement**

Delete Article 420.03(i) of the Standard Specifications.

Revise Article 420.10 of the Standard Specifications to read:

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

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

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

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

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

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

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

1/ MRI shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$1200.00.

3/ If pavement is constructed with traffic in the lane next to it, then an additional 10 in./mile will be added to the upper thresholds.”

**Removal of Existing Pavement and Appurtenances**

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

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

**General Equipment**

Revise Article 1101.04 of the Standard Specifications to read:

**“1101.04 Pavement Surface Grinding Equipment.** The pavement surface grinding device shall have a minimum effective head width of 3 ft (0.9 m).

- (a) Diamond Saw Blade Machine. The machine shall be self-propelled with multiple diamond saw blades.
- (b) Profile Milling Machine. The profile milling machine shall be a drum device with carbide or diamond teeth with spacing of 0.315 in. (8 mm) or less and maintain proper forward speed for surface texture according to the manufacturer’s specifications.”

**SURVEYING SERVICES (BDE)**

Effective: April 1, 2025

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

Delete Section 668 of the Standard Specifications.

**TEMPORARY CONCRETE BARRIER (BDE)**

Effective: January 1, 2026

Add the following to Article 704.02 of the Standard Specifications:

“(f) Type C Reflector .....1097.02(c)”

**TEMPORARY RUMBLE STRIPS (BDE)**

Effective: April 1, 2025

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

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

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

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

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

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

Revise Article 1106.03 of the Standard Specifications to read:

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

## **TRAINING SPECIAL PROVISIONS (BDE)**

Effective: October 15, 1975

Revised: September 2, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective: August 1, 2012

Revised: February 2, 2017

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

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

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

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

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

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

**Basis of Payment:** This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 2.

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

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

performed by a TPG trainee will be passed on to a subcontractor.

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

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

#### **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.”

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

Effective: November 1, 2023

Add the following to Article 730.02 of the Standard Specifications:

“(c) Preservative Treatment .....1007.12”

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

“ **730.03 General.** Wood sign supports shall be treated. When the 4 x 6 in. (100 x 150 mm) posts are used, they shall be modified to satisfy the breakaway requirements by drilling 1 1/2 in. (38 mm) diameter holes centered at 4 and 18 in. (100 and 450 mm) above the groundline and perpendicular to the centerline of the roadway.”

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

Effective: March 2, 2020

Revised: January 1, 2026

Add the following to Article 701.03 of the Standard Specifications:

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

Revise Article 701.03(p) of the Standard Specifications to read:

“(p) Detectable Pedestrian Channelizing Barricades ..... 1106.02(m)”

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 the first paragraph of Section 1106.02(a) of the Standard Specifications to read:

“(a) Lights. Lights shall meet the requirements of Chapter 13 of the “Equipment and Materials Standards of the Institute of Transportation Engineers,” 1998, Institute of Transportation Engineers, and shall be visible on a clear night from a distance of 3000 ft (900 m). Lights are classified as follows.”

Revise Articles 1106.02(g), 1106.02(k), 1106.02(l), and 1106.02(m) of the Standard Specifications 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.

(m) Detectable Pedestrian Channelizing Barricades. The top panel or handrail shall be continuous and there should be at least a 2 in. (50 mm) gap between the hand trailing edge and its support. When visible to vehicular traffic, the top rail shall have alternating white and orange retroreflective stripes sloping at 45 degrees. The bottom panel shall be continuous and have alternating white and orange retroreflective stripes sloping at 45 degrees. Barricade stripes shall be 6 in. (150 mm) in width. The predominant color for other barricade components shall be white, orange, or silver.”

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 130 working days.

## PROJECT LABOR AGREEMENT

Effective: May 18, 2007

Revised: April 1, 2025

**Description.** The Illinois Project Labor Agreements Act, 30 ILCS 571, states that the State of Illinois has a compelling interest in awarding public works contracts so as to ensure the highest standards of quality and efficiency at the lowest responsible cost. A project labor agreement (PLA) is a form of pre-hire collective bargaining agreement covering all terms and conditions of employment on a specific project that is intended to support this compelling interest. It has been determined by the Department that a PLA is appropriate for the project that is the subject of this contract. The PLA document, provided below, only applies to the construction site for this contract. It is the policy of the Department on this contract, and all construction projects, to allow all contractors and subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements.

The Department reserves the right to rescind the PLA requirement from this project in the event FHWA disapproves of the inclusion of the PLA terms for this project. The contractor, by bidding, agrees that any rescission of the PLA requirement shall not constitute grounds for the withdrawal of its bid and further agrees to remove the PLA requirement from this contract upon notice from the Department should such be necessary at a later date.

**Execution of Letter of Assent.** A copy of the PLA applicable to this project is included as part of this special provision. As a condition of the award of the contract, the successful bidder and each of its subcontractors shall execute a “Contractor Letter of Assent”, in the form attached to the PLA as Exhibit A. The successful bidder shall submit a Subcontractor’s Contractor Letter of Assent to the Department prior to the subcontractor’s performance of work on the project. Upon request, copies of the applicable collective bargaining agreements will be provided by the appropriate signatory labor organization at the pre-job conference.

**Quarterly Reporting.** Section 37 of the Illinois Project Labor Agreements Act requires the Department to submit quarterly reports regarding the number of minorities and females employed under PLAs. To assist in this reporting effort, the Contractor shall provide a quarterly workforce participation report for all minority and female employees working under the PLA of this contract. The data shall be reported on Construction Form BC 820, Project Labor Agreement (PLA) Workforce Participation Quarterly Reporting Form available on the Department’s website <https://idot.illinois.gov/content/dam/soi/en/web/idot/documents/idot-forms/bc/bc-820.pdf>.

The report shall be submitted no later than the 15th of the month following the end of each quarter (i.e., April 15 for the January – March reporting period). The form shall be emailed to [DOT.PLA.Reporting@illinois.gov](mailto:DOT.PLA.Reporting@illinois.gov) or faxed to (217) 524-4922.

Any costs associated with complying with this provision 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.

Illinois Department of Transportation  
**PROJECT LABOR AGREEMENT**

This Project Labor Agreement (“PLA” or “Agreement”) is entered into this \_\_\_\_\_ day of

\_\_\_\_\_, 2026, by and between the Illinois Department of Transportation (“IDOT” or “Department”) in its proprietary capacity, and each relevant Illinois AFL-CIO Building Trades signatory hereto as determined by the Illinois AFL-CIO Statewide Project Labor Agreement Committee on behalf of each of its affiliated members (individually and collectively, the “Unions”). This PLA shall apply to Construction Work (as defined herein) to be performed by IDOT’s Prime Contractor and each of its subcontractors of whatever tier (“Subcontractor” or “Subcontractors”) on Contract No. (hereinafter, the “Project”).

**ARTICLE I - INTENT AND PURPOSES**

- 1.1 This PLA is entered into in accordance with the Project Labor Agreement Act (“Act”, 30 ILCS 571). It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays, or other disruptions to the prosecution of the work. The parties acknowledge the obligations of the Contractors and Subcontractors to comply with the provisions of the Act. The parties will work with the Contractors and Subcontractors within the parameters of other statutory and regulatory requirements to implement the Act’s goals and objectives.
- 1.2 As a condition of the award of the contract for performance of work on the Project, IDOT’s Prime Contractor and each of its Subcontractors shall execute a “Contractor Letter of Assent”, in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project. The Contractor shall submit a Subcontractor’s Contractor Letter of Assent to the Department prior to the Subcontractor’s performance of Construction Work on the Project. Upon request copies of the applicable collective bargaining agreements will be provided by the appropriate signatory labor organization consistent with this Agreement and at the pre-job conference referenced in Article III, Section 3.1.

- 1.3 Each Union affiliate and separate local representing workers engaged in Construction Work on the Project in accordance with this PLA are bound to this agreement by the Illinois AFL-CIO Statewide Project Labor Agreement Committee which is the central committee established with full authority to negotiate and sign PLAs with the State on behalf of all respective crafts. Upon their signing the Contractor Letter of Assent, the Prime Contractor, each Subcontractor, and the individual Unions shall thereafter be deemed a party to this PLA. No party signatory to this PLA shall, contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract for the performance of Construction Work for the Project to any person, firm, company, or entity that does not agree in writing to become bound for the term of this Project by the terms of this PLA prior to commencing such work and to the applicable area-wide collective bargaining agreement(s) with the Union(s) signatory hereto.
- 1.4 It is understood that the Prime Contractor(s) and each Subcontractor will be considered and accepted by the Unions as separate employers for the purposes of collective bargaining, and it is further agreed that the employees working under this PLA shall constitute a bargaining unit separate and distinct from all others. The parties hereto also agree that this PLA shall be applicable solely with respect to this Project, and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.
- 1.5 In the event of a variance or conflict, whether explicit or implicit, between the terms and conditions of this PLA and the provisions of any other applicable national, area, or local collective bargaining agreement, the terms and conditions of this PLA shall supersede and control. For any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors, and for any instrument calibration work and loop checking performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the preceding sentence shall apply only with respect to Articles I, II, V, VI, and VII.

- 1.6 Subject to the provisions of paragraph 1.5 of this Article, it is the parties' intent to respect the provisions of any other collective bargaining agreements that may now or hereafter pertain, whether between the Prime Contractor and one or more of the Unions or between a Subcontractor and one or more of the Unions. Accordingly, except and to the extent of any contrary provision set forth in this PLA, the Prime Contractor and each of its Subcontractors agrees to be bound and abide by the terms of the following in order of precedence: (a) the applicable collective bargaining agreement between the Prime Contractor and one or more of the Unions made signatory hereto; (b) the applicable collective bargaining agreement between a Subcontractor and one or more of the Unions made signatory hereto; or (c) the current applicable area collective bargaining agreement for the relevant Union that is the agreement certified by the Illinois Department of Labor for purposes of establishing the Prevailing Wage applicable to the Project. The Union will provide copies of the applicable collective bargaining agreements pursuant to part (c) of the preceding sentence to the Prime Contractor. Assignments by the Contractors or Subcontractors amongst the trades shall be consistent with area practices; in the event of unresolved disagreements as to the propriety of such assignments, the provisions of Article VI shall apply.
- 1.7 Subject to the limitations of paragraphs 1.4 to 1.6 of this Article, the terms of each applicable collective bargaining agreement as determined in accordance with paragraph 1.6 are incorporated herein by reference, and the terms of this PLA shall be deemed incorporated into such other applicable collective bargaining agreements only for purposes of their application to the Project.
- 1.8 To the extent necessary to comply with the requirements of any fringe benefit fund to which the Prime Contractor or Subcontractor is required to contribute under the terms of an applicable collective bargaining agreement pursuant to the preceding paragraph, the Prime Contractor or Subcontractor shall execute all "Participation Agreements" as may be reasonably required by the Union to accomplish such purpose; provided, however, that such Participation Agreements shall, when applicable to the Prime Contractor or Subcontractor solely as a result of this PLA, be amended as reasonably necessary to reflect such fact. Upon written notice in the form of a lien of a Contractor's or Subcontractor's delinquency from any applicable fringe benefit fund, IDOT will withhold from the Contractor's periodic pay request an amount sufficient to extinguish any delinquency obligation of the Contractor or Subcontractor arising out of the Project.
- 1.9 In the event that the applicable collective bargaining agreement between a Prime Contractor and the Union or between the Subcontractor and the Union expires prior to the completion of this Project, the expired applicable contract's terms will be maintained until a new applicable collective bargaining agreement is ratified. The wages and fringe benefits included in any new applicable collective bargaining agreement will apply on and after the effective date of the newly negotiated collective bargaining agreement, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the relevant bargaining parties.

**ARTICLE II – APPLICABILITY, RECOGNITION, AND COMMITMENTS**

- 2.1 The term Construction Work as used herein shall include all “construction, demolition, rehabilitation, renovation, or repair” work performed by a “laborer or mechanic” at the “site of the work” for the purpose of “building” the specific structures and improvements that constitute the Project. Terms appearing within quotation marks in the preceding sentence shall have the meaning ascribed to them pursuant to 29 CFR Part 5 and Illinois labor laws.
- 2.2 By executing the Letters of Assent, Prime Contractor and each of its Subcontractors recognizes the Unions signatory to this PLA as the sole and exclusive bargaining representatives for their craft employees employed on the jobsite for this Project. Unions who are signatory to this PLA will have recognition on the Project for their craft.
- 2.3 The Prime Contractor and each of its Subcontractors retains and shall be permitted to exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this PLA or by the terms and conditions of the applicable collective bargaining agreement.
- 2.4 Except to the extent contrary to an express provision of the relevant collective bargaining agreement, equipment or materials used in the Project may be pre-assembled or pre-fabricated, and there shall be no refusal by the Union to handle, transport, install, or connect such equipment or materials. Equipment or materials delivered to the job-site will be unloaded and handled promptly without regard to potential jurisdictional disputes; any such disputes shall be handled in accordance with the provisions of this PLA.
- 2.5 The parties are mutually committed to promoting a safe working environment for all personnel at the job-site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.
- 2.6 The use or furnishing of alcohol or drugs and the conduct of any other illegal activity at the job-site is strictly prohibited. The parties shall take every practical measure consistent with the terms of applicable collective bargaining agreements to ensure that the job-site is free of alcohol and drugs.
- 2.7 All parties to this PLA agree that they will not discriminate against any employee based on race, creed, religion, color, national origin, union activity, age, gender or sexual orientation and shall comply with all applicable federal, state, and local laws.

- 2.8 In accordance with the Act and to promote diversity in employment, IDOT will establish, in cooperation with the other parties, the apprenticeship hours which are to be performed by minorities and females on the Project. IDOT shall consider the total hours to be performed by these underrepresented groups, as a percentage of the workforce, and create aspirational goals for each Project, based on the level of underutilization for the service area of the Project (together "Project Employment Objectives"). IDOT shall provide a quarterly report regarding the racial and gender composition of the workforce on the Project.

Persons currently lacking qualifications to enter apprenticeship programs will have the opportunity to obtain skills through basic training programs as have been established by the Department. The parties will endeavor to support such training programs to allow participants to obtain the requisite qualifications for the Project Employment Objectives.

The parties agree that all Contractors and Subcontractors working on the Project shall be encouraged to utilize the maximum number of apprentices as permitted under the terms of the applicable collective bargaining agreements to realize the Project Employment Objectives.

The Unions shall assist the Contractor and each Subcontractor in efforts to satisfy Project Employment Objectives. A Contractor or Subcontractor may request from a Union specific categories of workers necessary to satisfy Project Employment Objectives. The application of this section shall be consistent with all local Union collective bargaining agreements, and the hiring hall rules and regulations established for the hiring of personnel, as well as the apprenticeship standards set forth by each individual Union.

- 2.9 The parties hereto agree that engineering consultants and materials testing employees, to the extent subject to the terms of this PLA, shall be fully expected to objectively and responsibly perform their duties and obligations owed to the Department without regard to the potential union affiliation of such employees or of other employees on the Project.
- 2.10 This Agreement shall not apply to IDOT employees or employees of any other governmental entity.

### **ARTICLE III - ADMINISTRATION OF AGREEMENT**

- 3.1 In order to assure that all parties have a clear understanding of the PLA, and to promote harmony, at the request of the Unions a post-award pre-job conference will be held among the Prime Contractor, all Subcontractors and Union representatives prior to the start of any Construction Work on the Project. No later than the conclusion of such pre-job conference, the parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, e-mail). Nothing herein shall be construed to limit the right of the Department to discuss or explain the purpose and intent of this PLA with prospective bidders or other interested parties prior to or following its award of the job.
- 3.2 Representatives of the Prime Contractor and the Unions shall meet as often as reasonably necessary following award until completion of the Project to assure the effective implementation of this PLA.
- 3.3 Any notice contemplated under Article VI and VII of this Agreement to a signatory labor organization shall be made in writing to the Local Union with copies to the local union's International Representative.

### **ARTICLE IV - HOURS OF WORK AND GENERAL CONDITIONS**

- 4.1 The standard work day and work week for Construction Work on the Project shall be consistent with the respective collective bargaining agreements. In the event Project site or other job conditions dictate a change in the established starting time and/or a staggered lunch period for portions of the Project or for specific crafts, the Prime Contractor, relevant Subcontractors and business managers of the specific crafts involved shall confer and mutually agree to such changes as appropriate. If proposed work schedule changes cannot be mutually agreed upon between the parties, the hours fixed at the time of the pre-job meeting shall prevail.
- 4.2 Shift work may be established and directed by the Prime Contractor or relevant Subcontractor as reasonably necessary or appropriate to fulfill the terms of its contract with the Department. If used, shift hours, rates and conditions shall be as provided in the applicable collective bargaining agreement.
- 4.3 The parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.

- 4.4 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.
- 4.5 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, there shall be no limit on production by workmen, no restrictions on the full use of tools or equipment, and no restrictions on efficient use of manpower or techniques of construction other than as may be required by safety regulations.
- 4.6 The parties recognize that specialized or unusual equipment may be installed on the Project. In such cases, the Union recognizes the right of the Prime Contractor or Subcontractor to involve the equipment supplier or vendor's personnel in supervising the setting up of the equipment, making modifications and final alignment, and performing similar activities that may be reasonably necessary prior to and during the start-up procedure in order to protect factory warranties. The Prime Contractor or Subcontractor shall notify the Union representatives in advance of any work at the job-site by such vendor personnel in order to promote a harmonious relationship between the equipment vendor's personnel and other Project employees.
- 4.7 For the purpose of promoting full and effective implementation of this PLA, authorized Union representatives shall have access to the Project job-site during scheduled work hours. Such access shall be conditioned upon adherence to all reasonable visitor and security rules of general applicability that may be established for the Project site at the pre-job conference or from time to time thereafter.

**ARTICLE V – GRIEVANCE PROCEDURES FOR DISPUTES ARISING UNDER A PARTICULAR COLLECTIVE BARGAINING AGREEMENT**

- 5.1 In the event a dispute arises under a particular collective bargaining agreement specifically not including jurisdictional disputes referenced in Article VI below, said dispute shall be resolved by the Grievance/Arbitration procedure of the applicable collective bargaining agreement. The resulting determination from this process shall be final and binding on all parties bound to its process.
- 5.2 Employers covered under this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such violation of this agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at the Project site shall continue without disruption or hindrance of any kind as a result of a Grievance/Arbitration procedure under this Article.

- 5.3 In the event there is a deadlock in the foregoing procedure, the parties agree that the matter shall be submitted to arbitration for the selection and decision of an Arbitrator governed under paragraph 6.8.

#### **ARTICLE VI –DISPUTES: GENERAL PRINCIPLES**

- 6.1 This Agreement is entered into to prevent strikes, lost time, lockouts and to facilitate the peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers.

- 6.2 A panel of Permanent Arbitrators are attached as addendum (A) to this agreement. By mutual agreement between IDOT and the Unions, the parties can open this section of the agreement as needed to make changes to the list of permanent arbitrators.

The arbitrator is not authorized to award back pay or any other damages for a miss assignment of work. Nor may any party bring an independent action for back pay or any other damages, based upon a decision of an arbitrator.

- 6.3 The PLA Jurisdictional Dispute Resolution Process (“Process”) sets forth the procedures below to resolve jurisdictional disputes between and among Contractors, Subcontractors, and Unions engaged in the building and construction industry. Further, the Process will be followed for any grievance or dispute arising out of the interpretation or application of this PLA by the parties except for the prohibition on attorneys contained in 6.11. All decisions made through the Process are final and binding upon all parties.

#### **DISPUTE PROCESS**

- 6.4 Administrative functions under the Process shall be performed through the offices of the President and/or Secretary-Treasurer of the Illinois State Federation of Labor, or their designated representative, called the Administrator. In no event shall any officer, employee, agent, attorney, or other representative of the Illinois Federation of Labor, AFL- CIO be subject to any subpoena to appear or testify at any jurisdictional dispute hearing.

- 6.5 There shall be no abandonment of work during any case participating in this Process or in violation of the arbitration decision. All parties to this Process release the Illinois State Federation of Labor (“Federation”) from any liability arising from its action or inaction and covenant not to sue the Federation, nor its officers, employees, agents or attorneys.

6.6 In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, Contractors or Subcontractors, agree that a final and binding resolution of the

dispute shall be resolved as follows:

(a) Representatives of the affected trades and the Contractor or Subcontractor shall meet on the job site within two (2) business days after receiving written notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)

(b) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the local area Building & Construction Trades Council, which shall meet with the affected trades within two (2) business days subsequent to receiving written notice. In the event the parties do not wish to avail themselves of the local Building & Construction Trades Council, the parties may elect to invoke the services of their respective International Representatives with no extension of the time limitations. An agreement reached at this Step shall be final and binding upon all parties.

(c) If no settlement agreement is reached during the proceedings contemplated by Paragraphs "a" or "b" above, the matter shall be immediately referred to the Illinois Jurisdictional Dispute Process for final and binding resolution of said dispute. Said referral submission shall be in writing and served upon the Illinois State Federation of Labor, or the Administrator, pursuant to paragraph 6.4 of this agreement. The Administrator shall, within three (3) days, provide for the selection of an available Arbitrator to hear said dispute within this time period. Upon good cause shown and determined by the Administrator, an additional three (3) day extension for said hearing shall be granted at the sole discretion of the Administrator. Only upon mutual agreement of all parties may the Administrator extend the hearing for a period in excess of the time frames contemplated under this Paragraph. Business days are defined as Monday through Friday, excluding contract holidays.

6.7 The primary concern of the Process shall be the adjustment of jurisdictional disputes arising out of the Project. A sufficient number of Arbitrators shall be selected from list of approved Arbitrators as referenced Sec. 6.2 and shall be assigned per Sec. 6.8. Decisions shall be only for the Project and shall become effective immediately upon issuance and complied with by all parties. The authority of the Arbitrator shall be restricted and limited specifically to the terms and provisions of Article VI and generally to this Agreement as a whole.

- 6.8 Arbitrator chosen shall be randomly selected based on the list of Arbitrators in Sec. 6.2 and geographical location of the jurisdictional dispute and upon his/her availability, and ability to conduct a Hearing within two (2) business days of said notice. The Arbitrator may issue a “bench” decision immediately following the Hearing or he/she may elect to only issue a written decision, said decision must be issued within two (2) business days subsequent to the completion of the Hearing. Copies of all notices, pleadings, supporting memoranda, decisions, etc. shall be provided to all disputing parties and the Illinois State Federation of Labor.

Any written decision shall be in accordance with this Process and shall be final and binding upon all parties to the dispute and may be a “short form” decision. Fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion. The decision of the Arbitrator shall be final and binding upon the parties hereto, their members, and affiliates.

In cases of jurisdictional disputes or other disputes between a signatory labor organization and another labor organization, both of which is an affiliate or member of the same International Union, the matter or dispute shall be settled in the manner set forth by their International Constitution and/or as determined by the International Union’s General President whose decision shall be final and binding upon all parties. In no event shall there be an abandonment of work.

- 6.9 In rendering a decision, the Arbitrator shall determine:
- (a) First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between National or International Unions to the dispute or agreements between local unions involved in the dispute, governs;
  - (b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality; and,

- (c) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.
  - (d) The arbitrator is not authorized to award back pay or any other damages for a mis-assignment of work. Nor may any party bring an independent action for back pay or any other damages, based upon a decision of an arbitrator.
- 6.10 The Arbitrator shall set forth the basis for his/her decision and shall explain his/her findings regarding the applicability of the above criteria. If lower ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the Project. Agreements of Record, for other PLA projects, are applicable only to those parties signatory to such agreements. Decisions of Record are those that were either attested to by the former Impartial Jurisdictional Disputes Board or adopted by the National Arbitration Panel.
- 6.11 All interested parties, as determined by the Arbitrator, shall be entitled to make presentations to the Arbitrator. Any interested labor organization affiliated to the PLA Committee and party present at the Hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the Arbitrator and to agree to be bound by its decision. In addition to the representative of the local labor organization, a representative of the labor organization's International Union may appear on behalf of the parties. Each party is responsible for arranging for its witnesses. In the event an Arbitrator's subpoena is required, the party requiring said subpoena shall prepare the subpoena for the Arbitrator to execute. Service of the subpoena upon any witness shall be the responsibility of the issuing party.

Attorneys shall not be permitted to attend or participate in any portion of a Hearing.

The parties are encouraged to determine, prior to Hearing, documentary evidence which may be presented to the Arbitrator on a joint basis.

- 6.12 The Order of Presentation in all Hearings before an Arbitrator shall be
- I. Identification and Stipulation of the Parties
  - II. Unions(s) claiming the disputed work presents its case
  - III. Union(s) assigned the disputed work presents its case
  - IV. Employer assigning the disputed work presents its case
  - V. Evidence from other interested parties (i.e., general contractor, project manager, owner)
  - VI. Rebuttal by union(s) claiming the disputed work
  - VII. Additional submissions permitted and requested by Arbitrator
  - VIII. Closing arguments by the parties

- 6.13 All parties bound to the provisions of this Process hereby release the Illinois State Federation of Labor and IDOT, their respective officers, agents, employees or designated representatives, specifically including any Arbitrator participating in said Process, from any and all liability or claim, of whatsoever nature, and specifically incorporating the protections provided in the Illinois Arbitration Act, as amended from time to time.
- 6.14 The Process, as an arbitration panel, nor its Administrator, shall have any authority to undertake any action to enforce its decision(s). Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Arbitrator or Administrator determining non-compliance with a prior award or decision.
- 6.15 If at any time there is a question as to the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process, the primary responsibility for any determination of the arbitrability of a dispute and the jurisdiction of the Arbitrator shall be borne by the party requesting the Arbitrator to hear the underlying jurisdictional dispute. The affected party or parties may proceed before the Arbitrator even in the absence or one or more stipulated parties with the issue of jurisdiction as an additional item to be decided by the Arbitrator. The Administrator may participate in proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Illinois Jurisdictional Dispute Resolution Process. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process shall bear all the costs, expenses and attorneys' fees incurred by the Illinois Jurisdictional Dispute Resolution Process and/or its Administrator in establishing its jurisdiction.

#### **ARTICLE VII - WORK STOPPAGES AND LOCKOUTS**

- 7.1 During the term of this PLA, no Union or any of its members, officers, stewards, employees, agents or representatives shall instigate, support, sanction, maintain, or participate in any strike, picketing, walkout, work stoppage, slow down or other activity that interferes with the routine and timely prosecution of work at the Project site or at any other contractor's or supplier's facility that is necessary to performance of work at the Project site. Hand billing at the Project site during the designated lunch period and before commencement or following conclusion of the established standard workday shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project.

7.2 Should any activity prohibited by paragraph 7.1 of this Article occur, the Union shall undertake all steps reasonably necessary to promptly end such prohibited activities.

7.2.A No Union complying with its obligations under this Article shall be liable for acts of employees for which it has no responsibility or for the unauthorized acts of employees it represents. Any employee who participates or encourages any activity prohibited by paragraph 7.1 shall be immediately suspended from all work on the Project for a period equal to the greater of (a) 60 days; or (b) the maximum disciplinary period allowed under the applicable collective bargaining agreement for engaging in comparable unauthorized or prohibited activity.

7.2.B Neither the PLA Committee nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the PLA Committee will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The PLA Committee in its compliance with this obligation shall not be liable for acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.

During the term of this PLA, the Prime Contractor and its Subcontractors shall not engage in any lockout at the Project site of employees covered by this Agreement.

7.3 Upon notification of violations of this Article, the principal officer or officers of the local area Building and Construction Trades Council, and the Illinois AFL-CIO Statewide Project Labor Agreement Committee as appropriate, will immediately instruct, order and use their best efforts to cause the affiliated union or unions to cease any violations of this Article. A Trades Council and the Committee otherwise in compliance with the obligations under this paragraph shall not be liable for unauthorized acts of its affiliates.

7.4 In the event that activities in violation of this Article are not immediately halted through the efforts of the parties, any aggrieved party may invoke the special arbitration provisions set forth in paragraph 7.5 of this Article.

- 7.5 Upon written notice to the other involved parties by the most expeditious means available, any aggrieved party may institute the following special arbitration procedure when a breach of this Article is alleged:
- 7.5.A The party invoking this procedure shall notify the individual designated as the Permanent Arbitrator pursuant to paragraph 6.8 of the nature of the alleged violation; such notice shall be by the most expeditious means possible. The initiating party may also furnish such additional factual information as may be reasonably necessary for the Permanent Arbitrator to understand the relevant circumstances. Copies of any written materials provided to the arbitrator shall also be contemporaneously provided by the most expeditious means possible to the party alleged to be in violation and to all other involved parties.
- 7.5.B Upon receipt of said notice the Permanent Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation is ongoing, but not before twenty-four (24) hours after the written notice to all parties involved as required above.
- 7.5.C The Permanent Arbitrator shall notify the parties by facsimile or any other effective written means, of the place and time chosen by the Permanent Arbitrator for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Permanent Arbitrator.
- 7.5.D The sole issue at the hearing shall be whether a violation of this Article has, in fact, occurred. An Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- 7.5.E Such Award may be enforced by any court of competent jurisdiction upon the filing of the Award and such other relevant documents as may be required. Facsimile or other hardcopy written notice of the filing of such enforcement proceedings shall be given to the other relevant parties. In a proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- 7.6 Individuals found to have violated the provisions of this Article are subject to immediate termination. In addition, IDOT reserves the right to terminate this PLA as to any party found to have violated the provisions of this Article.
- 7.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- 7.8 The fees and expenses of the Permanent Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

### **ARTICLE VIII – TERMS OF AGREEMENT**

- 8.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 8.2 This Agreement shall be in full force as of and from the date of the Notice of Award until the Project contract is closed.
- 8.3 This PLA may not be changed or modified except by the subsequent written agreement of the parties. All parties represent that they have the full legal authority to enter into this PLA. This PLA may be executed by the parties in one or more counterparts.
- 8.4 Any liability arising out of this PLA shall be several and not joint. IDOT shall not be liable to any person or other party for any violation of this PLA by any other party, and no Contractor or Union shall be liable for any violation of this PLA by any other Contractor or Union.
- 8.5 The failure or refusal of a party to exercise its rights hereunder in one or more instances shall not be deemed a waiver of any such rights in respect of a separate instance of the same or similar nature.

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Addendum A

IDOT Slate of Permanent Arbitrators

1. Bruce Feldacker
2. Thomas F. Gibbons
3. Edward J. Harrick
4. Brent L. Motchan
5. Robert Perkovich
6. Byron Yaffee
7. Glenn A. Zipp

Exhibit A - Contractor Letter of Assent

(Date)

To All Parties:

In accordance with the terms and conditions of the contract for Construction Work on [Contract No. ], this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Transportation in connection with said Project.

It is the understanding and intent of the undersigned party that this Project Labor Agreement shall pertain only to the identified Project. In the event it is necessary for the undersigned party to become signatory to a collective bargaining agreement to which it is not otherwise a party in order that it may lawfully make certain required contributions to applicable fringe benefit funds, the undersigned party hereby expressly conditions its acceptance of and limits its participation in such collective bargaining agreement to its work on the Project.

(Authorized Company Officer)

(Company)

**SWPPP**



**Storm Water Pollution Prevention Plan**

Route	Marked Route	Section Number
FAI 80	I-80	(50-2)RS-6,(50-3)RS-7
Project Number	County	Contract Number
C-93-028-13	LaSalle	66A91

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Permittee Signature & Date

<i>Trisha Thompson</i> TMS	03-25-2026
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**SWPPP Notes**

Preparing BDE 2342 (Storm Water Pollution Prevent Plan)

Guidance on preparing each section of BDE 2342 (Storm Water Pollution Prevention Plan) is found in Chapter 41 of the IDOT Bureau of Design and Environment (BDE) Manual, please consult this chapter during SWPPP preparation. Please note that the Illinois Environmental Protection Agency (IEPA) has 30 days to review the Notice of Intent (NOI) prior to project approval and any deficiencies can result in construction delays.

The Notice of Intent contains the following documents:

- BDE 2342 (Storm Water Pollution Prevention Plan)
- BDE 2342 A (Contractor Certification Statement)
- Erosion and Sediment Control Plan (See Section 63-4.09 of the BDE Manual)

Non-applicable information

If any section of the SWPPP is not applicable put "N/A" in box rather than leaving blank.

**National Pollutant Discharge Elimination System (NPDES) Compliance**

**Description of Work:** This work shall consist of those efforts necessary for compliance with the requirements of the Clean Water Act, Section 402 (NPDES), and the Illinois Environment Protection Act. This provision also provides the background information needed to comply with ILR10 and ILR40 permits for this project.

**NPDES COMPLIANCE REQUIREMENTS**

**Part I: Site Description**

1. Describe the project location; include latitude and longitude, section, town, and range.

The project is located on FAI Route 80 (I-80) approximately 0.1 miles east of IL 351 to 0.3 miles west of IL 178, in Dimmick, LaSalle, Utica, and Waltham Townships, Sections 1,5,6,34,35, and 36, Townships 34N and 33N and Ranges 1E and 2E, in LaSalle County, Illinois. Project begins at 41°22'20.7"N/89°05'40.1"W (Lat/Long). Project ends at 41°22'03.8"N/89°00'57.3"W (Lat/Long).

2. Describe the nature of the construction activity or demolition work.

The project consists of pavement milling and resurfacing on I-80 and an overlay on the I-80 and I-39 interchange entrance/exit ramps with minor rehabilitation/repair work at select structures, improvements to existing pipe & box culverts, patching, slope and ditch grading, upgrading guardrails, high tension cable barriers, and superelevation correction. The project will be completed in 7 stages which includes a pre-stage and sub-stages. This project will be permanently stabilized with Class 2A seeding as shown on the plans, schedules, and ditch grading detail. The project also includes the installation, maintenance, and removal of ESC measures.

3. Describe the intended sequence of major activities which disturb soils for major portions of the site (e.g. clearing, grubbing, excavation, grading, on-site or off-site stockpiling of soils, on-site or off-site storage of materials).

Excavation and grading at the existing maintenance crossover that is to be removed at Station 685+07 along I-80. Roadway improvements including resurfacing the HMA pavement and HMA shoulders and replacing the aggregate shoulders. Additional excavation needed for grading & shaping ditches, culvert cleaning, pipe culvert removal and replacement, riprap placement, and structure slope wall and wing wall repairs. Erosion control details are provided for the protection of loose, excavated material. Temporary erosion control measures include use of temporary ditch checks, perimeter erosion barrier, and inlet and pipe protection. Permanent erosion control measures are provided for final grading, including seeding, riprap, and erosion control blanket.

4. The total area of the construction site is estimated to be 57.27 acres.

5. The total area of the site estimated to be disturbed by excavation, grading or other activities is 57.27 acres.

6. Determine an estimate of the runoff coefficient of the site after construction activities are completed.

C = 0.88 (Proposed); C = 0.88 (Existing)  
 Impervious area = 48.08 acres (Proposed); 48.09 acres (Existing)  
 Pervious area = 9.19 acres (Proposed); 9.18 acres (Existing)

7. Provide the existing information describing the potential erosivity of the soil at discharge locations at the project site.

Ditch at maintenance crossover that is to be removed at Station 685+07: 233C2. The ditch slope varies between 0.9% and 3.15% which is lower than the general slopes found with this type of soil. This location is at minimal concern for erosion.

Soil descriptions provided below.

8. Erosion and Sediment Control Plan (Graphic Plan) is included in the contract.  Yes  No

9. List all soils found within project boundaries; include map until name, slope information, and erosivity.

61B Atterberry silt loam, 2 to 5 percent slopes, K Factor = 0.37  
 86C2 Osco silt loam, 5 to 10 percent slopes, eroded, K Factor = 0.37  
 103A Houghton muck, 0 to 2 percent slopes  
 104A Virgil silt loam, 0 to 2 percent slopes, K Factor = 0.37  
 105B Batavia silt loam, 2 to 5 percent slopes, K Factor = 0.37  
 134B Camden silt loam, 2 to 5 percent slopes, K Factor = 0.43  
 134C2 Camden silt loam, 5 to 10 percent slopes, eroded, K Factor = 0.43  
 134D2 Camden silt loam, 10 to 18 percent slopes, eroded, K Factor = 0.43  
 148B Proctor silt loam, 2 to 5 percent slopes, K Factor = 0.32  
 148C2 Proctor silt loam, 5 to 10 percent slopes, eroded, K Factor = 0.37  
 149A Brenton silt loam, 0 to 2 percent slopes, K Factor = 0.32

152A Drummer silty clay loam, 0 to 2 percent slopes, K Factor = 0.24  
171B Catlin silt loam, 2 to 5 percent slopes, K Factor = 0.32  
171C2 Catlin silt loam, 5 to 10 percent slopes, eroded, K Factor = 0.32  
199B Plano silt loam, 2 to 5 percent slopes, K Factor = 0.37  
206A Thorp silt loam, 0 to 2 percent slopes, K Factor = 0.37  
223D2 Varna silt loam, 6 to 12 percent slopes, eroded, K Factor = 0.37  
233C2 Birkbeck silt loam, 5 to 10 percent slopes, eroded, K Factor = 0.37  
243B St. Charles silt loam, 2 to 5 percent slopes, K Factor = 0.43  
243C2 St. Charles silt loam, 5 to 10 percent slopes, eroded, K Factor = 0.43  
278A Stronghurst silt loam, 0 to 2 percent slopes, K Factor = 0.43  
279B Rozetta silt loam, 2 to 5 percent slopes, K Factor = 0.37  
280gC2 Fayette silt loam, glaciated, 5 to 10 percent slopes, eroded, K Factor = 0.43  
327C2 Fox silt loam, 4 to 6 percent slopes, eroded, K Factor = 0.43  
327D2 Fox loam, 6 to 12 percent slopes, eroded, K Factor = 0.32  
344B Harvard silt loam, 2 to 5 percent slopes, K Factor = 0.37  
344C2 Harvard silt loam, 5 to 10 percent slopes, eroded, K Factor = 0.43  
356A Elpaso silty clay loam, 0 to 2 percent slopes, K Factor = 0.24  
397F Boone loamy fine sand, 15 to 35 percent slopes, K Factor = 0.02  
541C2 Graymont silt loam, 5 to 10 percent slopes, eroded, K Factor = 0.37  
549F Marseilles silt loam, 18 to 35 percent slopes, K Factor = 0.43  
549G Marseilles silt loam, 35 to 60 percent slopes, K Factor = 0.43  
667B Kaneville silt loam, 2 to 5 percent slopes, K Factor = 0.37  
668B Somonauk silt loam, 2 to 5 percent slopes, K Factor = 0.43  
675C2 Greenbush silt loam, 5 to 10 percent slopes, eroded, K Factor = 0.37  
679B Blackberry silt loam, 2 to 5 percent slopes, K Factor = 0.32  
791B Rush silt loam, 2 to 4 percent slopes, K Factor = 0.37  
802B Orthents, loamy, 1 to 6 percent slopes, K Factor = 0.37  
802D Orthents, loamy, rolling, K Factor = 0.37  
814A Muscatune-Buckhart silt loams, 0 to 3 percent slopes, K Factor = 0.32  
818A Flanagan-Catlin silt loams, 0 to 3 percent slopes, K Factor = 0.32  
820E Hennepin-Casco complex, 12 to 30 percent slopes, K Factor = 0.32  
969F Casco-Rodman complex, 20 to 30 percent slopes, K Factor = 0.32  
3073A Ross loam, 0 to 2 percent slopes, frequently flooded, K Factor = 0.24

10. List of all MS4 permittees in the area of this project

None.

Note: For sites discharging to an MS4, a separate map identifying the location of the construction site and the location where the MS4 discharges to surface water must be included.

## **Part II: Waters of the US**

1. List the nearest named receiving water(s) and ultimate receiving waters.

The runoff on the west end of the project site drains from existing and proposed culverts and ditches to Little Vermilion River classified as a R2UBH that ultimately discharges to the Illinois River. The runoff on the east end of the project site drains from existing and proposed culverts and ditches to Pecumsaugan Creek classified as a R2UBH that ultimately discharges to the Illinois River. The Little Vermilion River and Pecumsaugan Creek are not listed as biologically significant streams by the IDNR and ultimately discharge to the Illinois River.

2. Are wetlands present in the project area?  Yes  No

If yes, describe the areal extent of the wetland acreage at the site.

N/A

3. Natural buffers:

For any storm water discharges from construction activities within 50 feet of a Waters of the United States, except for activities for water-dependent structures authorized by a Section 404 permit, the following shall apply:

- (i) A 50-foot undisturbed natural buffer between the construction activity and the Waters of the United States has been provided  
 Yes  No; and/or
- (ii) Additional erosion and sediment controls within that area has been provided  
 Yes  No; and Describe: Only areas that need to be disturbed for limits of construction will be disturbed.

**Part III. Water Quality**

**1. Water Quality Standards**

As determined by the Illinois Pollution Control Board, Illinois waters have defined numeric limits of pollutants under the umbrella term "Water Quality Standards." In the following table are commonly used chemicals/practices used on a construction site. These chemicals if spilled into a waterway, could potentially contribute to a violation of a Water Quality Standard. If other chemicals that could contribute a violation of a Water Quality Standard, add as needed.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Fertilizer (check as appropriate) | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input checked="" type="checkbox"/> Nitrogen                          | <input checked="" type="checkbox"/> Waste water for concrete washout station                       |
| <input checked="" type="checkbox"/> Phosphorus, and/or                | <input type="checkbox"/> Coal tar Pitch Emulsion   |
| <input checked="" type="checkbox"/> Potassium                         | <input type="checkbox"/> Other (Specify) _____   |
| <input type="checkbox"/> Herbicide                                    | <input type="checkbox"/> Other (Specify) _____   |

Table 1: Common chemicals/potential pollutants used during construction

If no boxes are checked in Table 1 above, check the following box:

- There are no chemicals on site that will exceed a Water Quality Standards if spilled.

If any boxes are checked in Table 1 above, check the following box:

- There are chemicals on site that if spilled could potentially cause an exceedance of a Water Quality Standard. The Department shall implement Pollution Prevention/Good Housekeeping Practices as described in the Department's ILR40 Discharge for Small Municipal Separate Storm Sewer Systems (MS4) reiterated below and Part VIII. Unexpected Regulated Substances/Chemical Spill Procedures:

Pollution Prevention:

The Department will design, and the contractor shall, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants from construction activities. At a minimum, such measures must be designed, installed, implemented and maintained to:

- (a) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.
- (b) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, chemical storage tanks, deicing material storage facilities and temporary stockpiles, detergents, sanitary waste, and other materials present on the site exposed to precipitation and to storm water.
- (c) Minimize the discharge of pollutants from spills, leaks and vehicle and equipment maintenance and repair activities and implement chemical spill and leak prevention and response procedures;
- (d) Minimize the exposure of fuel, oil, hydraulic fluids, other petroleum products, and other chemicals by storing in covered areas or containment areas. Any chemical container with a storage of 55 gallons or more must be stored a minimum of 50 feet from receiving waters, constructed or natural site drainage features, and storm drain inlets. If infeasible due to site constraints, store containers as far away as the site permits and document in your SWPPP the specific reasons why the 50-foot setback is infeasible and how the containers will be stored.
- (e) The contractor is to provide regular inspection of their construction activities and Best Management Practices (BMPs). Based on inspection findings, the contractor shall determine if repair, replacement, or maintenance measures are necessary in order to ensure the structural integrity, proper function, and treatment effectiveness of structural storm water BMPs. Necessary maintenance shall be completed as soon as conditions allow to prevent or reduce the discharge of pollutants to storm water or as ordered by the Engineer. The Engineer shall conduct inspections required in Section XI Inspections, and report to the contractor deficiencies noted. These Department conducted inspections do not relieve the contractor from their responsibility to inspect their operations and perform timely maintenance; and
- (f) In addition, all IDOT projects are screened for Regulated Substances as described in Section 27-3 of the BDE Manual and implemented via Section 669: Removal and Disposal of Regulated substances in the Standard Specifications for Road and Bridge Construction.

Approved alterations to the Department's provided SWPPP, including those necessary to protect Contractor Borrow, Use and Waste areas, shall be designed, installed, implemented and maintained by the Contractor in accordance with IDOT Standard Specifications Section 280.

**2. 303(d) Impaired Waterways**

Does the project area have any 303(d) impaired waterways with the following impairments?

- suspended solids
- turbidity, and or
- siltation

Yes    No

If yes, list the name(s) of the listed water body and the impairment(s)

303(d) waterbody	Impairments(s)
Runoff on the west end of the project site drains to Little Vermilion River (Assessment Unit ID: IL_DR-04)	Aquatic Life impaired (cause unknown)
Runoff on the east end of the project site drains to Pecumsaugan Creek which is not a 303(d) impaired waterway.	

In addition, It is paramount that the project does not increase the level of the impairment(s) described above. Discuss which BMPs will be implemented to reduce the risk of impairment increase

The erosion and sediment control practices outlined in the plans will be constructed in compliance with BDE Chapter 41, Illinois Highway Standards, and Erosion and Sediment Control guidelines. Permanent seeding/vegetation will be used throughout the project.

**3. Total Maximum Daily Load (TMDL)**

Does the project include any receiving waters with a TMDL for sediment, total suspended solids, turbidity or siltation?  Yes  No

If yes, List TMDL waterbodies below and describe associated TMDL

TMDL waterbody	TMDL
N/A	

Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL

N/A

If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation

N/A

**Part IV. Temporary Erosion and Sediment Controls**

Stabilization efforts must be initiated within 1 working day of cessation of construction activity and completed within 14 days. Areas must be stabilized if they will not be disturbed for at least 14 calendar days. Exceptions to this time frame include:

- (i) Where the initiation of stabilization measures is precluded by snow cover, stabilization measures must be initiated as soon as practicable,
- (ii) On areas where construction activities have temporarily ceased and will resume after 14 days, a temporary stabilization method can be used (temporary stabilization techniques must be described), and
- (iii) Stabilization is not required for exit points at linear utility construction site that are used only episodically and for very short durations over the life of the project, provided other exit point controls are implemented to minimize sediment track-out.

Additionally, a record must be kept with the SWPPP throughout construction of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated.

At a minimum, controls must be coordinated, installed and maintained to:

1. Minimize the amount of soil exposed during construction activity.
2. Minimize the disturbance of steep slopes.
3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible.
4. Minimize soil compaction and, unless infeasible, preserve topsoil.

Note: For practices below, consult relevant design criteria in Chapter 41 of the BDE Manual and maintenance criteria in Erosion and Sediment Control Field Guide for Construction.

1. Erosion Control:

The following are erosion control practices which may be used on a project (place a check by each practice that will be utilized on the project, add additional practices as needed):

- |  |  |
|--|--|
| <input type="checkbox"/> Mulch<br><input checked="" type="checkbox"/> Erosion Control Blanket<br><input type="checkbox"/> Turf Reinforcement Mat<br><input type="checkbox"/> Sodding<br><input type="checkbox"/> Geotextile fabric | <input type="checkbox"/> Preservation of existing vegetation<br><input type="checkbox"/> Temporary Turf Cover Mixture (Class 7)<br><input checked="" type="checkbox"/> Permanent seeding (Class 1-6)<br><input type="checkbox"/> Other (Specify) _____<br><input type="checkbox"/> Other (Specify) _____<br><input type="checkbox"/> Other (Specify) _____ |
|--|--|

2. Sediment Control:

The following sediment control devices will be implemented on this project:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Ditch Checks                | <input checked="" type="checkbox"/> Perimeter Erosion Barrier |
| <input checked="" type="checkbox"/> Inlet and Pipe protection   | <input type="checkbox"/> Rolled Excelsior                     |
| <input type="checkbox"/> Hay or Straw bales                     | <input type="checkbox"/> Silt Filter Fence                    |
| <input type="checkbox"/> Above grade inlet filters (fitted)     | <input type="checkbox"/> Urethane foam/geotextiles            |
| <input type="checkbox"/> Above grade inlet filters (non-fitted) | <input type="checkbox"/> Other (Specify) _____                |
| <input type="checkbox"/> Inlet filters                          | <input type="checkbox"/> Other (Specify) _____                |
|   | <input type="checkbox"/> Other (Specify) _____                |

3. Structural Practices:

Provide below is a description of structural practices that will be implemented:

- |  |  |
|--|--|
| <input type="checkbox"/> Aggregate Ditch                 | <input type="checkbox"/> Stabilized Construction Exits |
| <input type="checkbox"/> Articulated Block Revetment Mat | <input type="checkbox"/> Stabilized Trench Flow        |
| <input type="checkbox"/> Barrier (Permanent)             | <input type="checkbox"/> Sediment Basin                |
| <input type="checkbox"/> Concrete Revetment Mats         | <input type="checkbox"/> Retaining Walls               |
| <input checked="" type="checkbox"/> Dewatering Filtering | <input checked="" type="checkbox"/> Riprap             |
| <input type="checkbox"/> Gabions                         | <input type="checkbox"/> Storm Drain Inlet Protection  |
| <input type="checkbox"/> In-Stream or Wetland Work       | <input type="checkbox"/> Slope Walls                   |
| <input type="checkbox"/> Level Spreaders                 | <input type="checkbox"/> Sediment Trap                 |
| <input type="checkbox"/> Paved Ditch                     | <input type="checkbox"/> Other (Specify) _____         |
| <input type="checkbox"/> Permanent Check Dams            | <input type="checkbox"/> Other (Specify) _____         |
| <input type="checkbox"/> Precast Block Revetment Mat     | <input type="checkbox"/> Other (Specify) _____         |
| <input type="checkbox"/> Rock Outlet Protection          | <input type="checkbox"/> Other (Specify) _____         |

4. Polymer Flocculants

Design guidance for polymer flocculants is available in Chapter 41 of the BDE Manual. In addition, Polymer Flocculants may only be used by district Special Provision.

If polymer flocculants are used for this project, the following must be adhered to and described below:

- Identify the use of all polymer flocculants at the site.
- Dosage of treatment chemicals shall be identified along with any information from any Material Safety Data Sheet.
- Describe the location of all storage areas for chemicals.
- Include any information from the manufacturer's specifications.
- Treatment chemicals must be stored in areas where they will not be exposed to precipitation.
- The SWPPP must describe procedures for use of treatment chemicals and staff responsible for use/application of treatment chemicals must be trained on the established procedures.

N/A

**Part V. Other Conditions**

1. Dewatering

Will dewatering be required for this project?  Yes  No

If yes, the following applies:

- Dewatering discharges shall be routed through a sediment control (e.g., sediment trap or basin, pumped water filter bag) designed to minimize discharges with visual turbidity;
- The discharge shall not include visible floating solids or foam;
- The discharge must not cause the formation of a visible sheen on the water surface, or visible oily deposits on the bottom or shoreline of the receiving water. An oil-water separator or suitable filtration device shall be used to treat oil, grease, or other similar products if dewatering water is found to or expected to contain these materials;
- To the extent feasible, use well-vegetated (e.g., grassy or wooded), upland areas of the site to Infiltrate dewatering water before discharge;
- You are prohibited from using receiving waters as part of the treatment area;
- To minimize dewatering-related erosion and related sediment discharges, use stable, erosion-resistant surfaces (e.g., well-vegetated grassy areas, clean filler stone, geotextile underlayment) to discharge from dewatering controls. Do not place dewatering controls, such as pumped water filter bags, on steep slopes (15% or greater in grade);
- Backwash water (water used to backwash/clean any filters used as part of storm water treatment) must be properly treated or hauled off-site for disposal;
- Dewatering treatment devices shall be properly maintained; and
- See Part XI (Inspections) for inspection requirement.

#### **Part VI. Permanent (i.e., Post-Construction) Storm Water Management Controls**

Provided below is a description of measures that may be installed during the construction process to control volume and therefore the amount pollutants in storm water runoff that can occur after construction operations have been completed.

Practices may include but are not limited to the following:

- Aggregate ditch checks;
- bioswales,
- detention pond(s),
- infiltration trench;
- retention pond(s),
- open vegetated swales and natural depressions,
- treatment train (sequential system which combine several practices).
- Velocity dissipation devices (See Structural Practices above)

Describe these practices below

Riprap aprons at existing culvert at Station 740+47 were provided for scour protection. Permanent seeding with erosion control blanket which will biodegrade within 3-6 months after installation.

#### **Part VII. Additional Practices Incorporated From Local Ordinance(s)**

In some instances, an additional practice from a local ordinance may be included in the project. If so, describe below (Note: the Department is not subject to local ordinances)

N/A

### **Part VIII. Unexpected Regulated Substances/Chemical Spill Procedures**

When Unexpected Regulated Substances or chemical spills occur, Article 107.19 of the Standard Specifications for Road and Bridge Construction shall apply. In addition, it is the contractor's responsibility to notify the Engineer in the event of a chemical spill into a ditch or waterway, the Engineer will then notify appropriate IEPA and IEMA personnel for the appropriate cleanup procedures.

### **Part IX. Contractor Required Submittals**

Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342A.

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:

- Approximate duration of the project, including each stage of the project
- Rainy season, dry season, and winter shutdown dates
- Temporary stabilization measures to be employed by contract phases
- Mobilization time-frame
- Mass clearing and grubbing/roadside clearing dates
- Deployment of Erosion Control Practices
- Deployment of Sediment Control Practices (including stabilized construction entrances and exits to be used and how they will be maintained)
- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
- Paving, saw-cutting, and any other pavement related operations
- Major planned stockpiling operation
- Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc.
- Permanent stabilization activities for each area of the project

2. During the pre-construction meeting, the Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:

- Temporary Ditch Checks - Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
- Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use- Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project. Specifically, any chemical stored in a 55 gallon drum provided by the contractor.
- Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
- Waste Disposal - Discuss methods of waste disposal that will be used for this project.
- Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill.
- Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling - Identify equipment fueling locations for this project and what BMPs will be used to ensure

containment and spill prevention.

- Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.

Additional measures indicated in the plan

N/A

### **Part X. Maintenance**

It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications. However, when requested by the Contractor, the Resident Engineer will provide general maintenance guides (e.g., IDOT Erosion and Sediment Control Field Guide) to the Contractor for the practices associated with this project. Any damage or undermining shall be repaired immediately.

For Inlet Protection: Where there is evidence of sediment accumulation adjacent to the inlet protection measure, the deposited sediment must be removed by the following business day.

Below, describe procedures to maintain in good and effective operating conditions

Erosion control measures to be utilized on this project include inlet and pipe protection, riprap, erosion control blanket, permanent seeding, and temporary ditch checks.

Inlet and pipe protection shall be inspected frequently and cleaned to prevent sediment laden runoff from overflowing the device.

Preparation and placement of riprap shall be in accordance with Article 281 of the Standard Specifications for Road and Bridge Construction. Stone at riprap aprons will be replaced due to washout.

Erosion control blanket shall be inspected for erosion underneath if dislodged staples or tenting of the blanket is present. The low end of the blanket shall be inspected for sediment buildup; this indicates water is flowing underneath the blanket.

Permanent seeding shall be provided as shown on the plans and as described in Article 250 of the Standard Specifications for Road and Bridge Construction.

Temporary ditch checks shall be checked for sediment accumulation and cleaned when sediment reaches 50% of the height of the device. Ditch checks shall be repaired or replaced when tears, splits, unraveling, or compressed excelsior is present. Ditch checks shall be of sufficient length to establish flow over the center of the ditch check, as opposed to around the sides.

The IDOT Erosion and Sediment Control Field Guide for Construction Inspection can be found at: <https://idot.illinois.gov/content/dam/soi/en/web/idot/documents/transportation-system/manuals-guides-and-handbooks/highways/environment/erosion-and-sediment-control-field-guide-for-construction-inspection.pdf>

### **Part XI. Inspections**

Qualified personnel shall inspect disturbed areas of the construction site that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site at least once every seven calendar days and within 24 hours of the end of a storm or by the end of the following business or workday that is 0.50 inches or greater or equivalent snowmelt (except as allowed for Frozen Conditions).

In addition, all areas where storm water typically flows within the site should be inspected periodically to check for evidence of pollutants entering the drainage system, as well as all locations where stabilization measures have been implemented to ensure they are operating correctly.

Inspections shall be documented on the form BC 2259 (Storm Water Pollution Prevention Plan Erosion Control Inspection Report).

The Erosion and Sediment Control Field Guide for Construction Inspection shall be consulted as needed.

#### Dewatering

For site(s) discharging dewatering water, an inspection during the discharge shall be done once per day on which the discharge occurs and record the following in a report within 24 hours of completing the Inspection:

- The inspection date;
- Names and titles of personnel performing the inspection;
- Approximate times that the dewatering discharge began and ended on the day of inspection;
- Estimates of the rate (in gallons per day) of discharge on the day of inspection;
- Whether or not any of the following indications of pollutant discharge were observed at the point of discharge: a sediment plume, suspended solids, unusual color, presence of odor, decreased clarity, or presence of foam; and/or a visible sheen on the water surface or visible oily deposits on the bottom or shoreline of the receiving water.

#### Frozen Conditions

Inspections may be reduced to once per month when all construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities resume, either temporarily or continuously, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

#### Flooding or unsafe conditions

Areas that are inaccessible during required inspections due to flooding or other unsafe conditions must be inspected within 72 hours of becoming accessible.

### **Part XII. Incidence of Noncompliance (ION)**

The Department shall notify the appropriate Agency Field Operations Section office by email as described on the IEPA ION form, within 24 hours of any incidence of noncompliance for any violation of the storm water pollution prevention plan observed during any inspection conducted, or for violations of any condition of this permit.

The Department shall complete and submit within 5 days an "Incidence of Noncompliance" (ION) report for any violation of the storm water pollution prevention plan observed during any inspection conducted, or for violations of any condition of this permit. Submission shall be on forms provided by the IEPA and include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. Corrective actions must be undertaken immediately to address the identified non-compliance issue(s).

Illinois EPA  
2520 W. Iles Ave./P.O. Box 19276  
Springfield, IL 62794-9276

Please note that if these are delivered via FedEx or UPS, these carriers cannot deliver to our P.O. Box and this number must be excluded from the mailing address.

### **Part XIII. Corrective Actions**

Corrective actions must be taken when:

- A storm water control needs repair or replacement;
- A storm water control necessary to comply with the requirements of this permit was never installed, or was installed incorrectly;
- Discharges are causing an exceedance of applicable water quality standards; or
- A prohibited discharge has occurred.

Corrective Actions must be completed as soon as possible and documented within 7 days in an Inspection Report or report of noncompliance. If it is infeasible to complete the installation or repair within 7 calendar days, it must be documented in the records why it is infeasible to complete the installation or repair within the 7 day time-frame and document the schedule for installing the storm water control(s) and making it operational as soon as feasible after the 7-day time-frame. In the event that maintenance is required for the same storm water control at the same location three or more times, the control must be repaired in a manner that prevents continued failure to the extent feasible, and it must be documented the condition and how it was repaired in the records. Alternatively, it must be documented why the specific re-occurrence of this same issue must continue to be addressed as a routine maintenance fix.

### **Part XIV. Retention of Records**

The Department must retain copies of the SWPPP and all reports and notices required by this permit, records of all data used to complete the NOI to be covered by this permit, and the Agency Notice of Permit Coverage letter for at least three years from the date that the permit coverage expires or is terminated. The permittee must retain a copy of the SWPPP and any revisions to the SWPPP required by this permit at the construction site from the date of project initiation to the date of final stabilization. Any manuals or other documents referenced in the SWPPP must also be retained at the construction site.

### **Part XV. Failure to Comply**

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the contractor (See Article 105.03 Conformity with Contract)

### **Part XVI. Keeping the SWPPP (“plan”) Current**

IDOT shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to Waters of the United States and which has not otherwise been addressed in the plan or if the plan proves to be ineffective in eliminating or significantly minimizing sediment and/or pollutants identified under paragraph Part II. Water Quality or in otherwise achieving the general objectives of controlling pollutants in storm water discharges associated with construction site activity.

In addition, the plan shall be amended to identify any new contractor and/or subcontractor that will implement a measure of the plan. Amendments to the plan may be reviewed by the IEPA the same manner as the SWPPP and Erosion and Sediment Control Plan (ESCP) submitted as part of the Notice of Intent (NOI). The SWPPP and site map must be modified within 7 days for any changes to construction plans, storm water controls or other activities at the site that are no longer accurately reflected in the SWPPP.

In addition, the NOI shall be modified using the CDX system for any substantial modifications to the project such as:

- address changes
- new contractors
- area coverage
- additional discharges to Waters of the United States, or
- other substantial modifications (e.g. addition of dewatering activities).

The notice of intent shall be modified within 30 days of the modification to the project.

**Part XVII: Notifications**

In addition to the NOI submitted to IEPA, all MS4 permittees identified in Part I. Site Description shall receive a copy of the NOI.

**Part XVIII. Notice of Termination**

Where a site has completed final stabilization and all storm water discharges from construction activities that are authorized by this permit are eliminated, the permittee must submit a completed Notice of Termination (NOT) that is signed in accordance with ILR10 permit.

Method of Measurement: NPDES Compliance shall not be measured for payment separately. Measurement for payment for Temporary Erosion and Sediment Control shall be in accordance with Section 280 or as otherwise provided in the contract. Permanent BMPs necessary to comply with this provision shall be measured for payment in accordance with their respective provisions in the contract.

Basis of Payment: NPDES Compliance shall not be paid for separately. Payment for Temporary Erosion and Sediment Control shall be in accordance with Section 280 or as otherwise provided in the contract. Permanent BMPs necessary to comply with this provision shall be paid for in accordance with their respective payment provisions in the contract.

**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/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [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 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.

**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.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<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.