

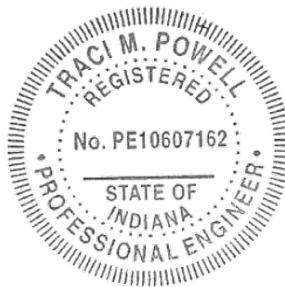
INDIANA  
DEPARTMENT OF TRANSPORTATION

**CONTRACT INFORMATION  
BOOK (CIB)**

**PART I**

**CONTRACT NO.** \_\_\_\_\_

**LETTING DATE:** \_\_\_\_\_



**Certified By:** \_\_\_\_\_ *Traci M. Powell*

**Date:** \_\_\_\_\_

*Covering Items in Table of Contents, PART I  
For Release for Bidding Purposes*

CONTRACT INFORMATION  
TABLE OF CONTENTS

CONTRACT NO.

This book shall be examined to determine that each page set out in the Contract Information Table of Contents, and the Special Provisions Table of Contents is attached, legible, and current.

<u>PART I</u>	<u>PAGES</u>
PROPOSAL PAGE	1
SCHEDULE OF PAY ITEMS	1 -
RECURRING PLAN DETAILS	1 -
TRAFFIC CONTROL DEVICE REPORT	1
SPECIAL PROVISIONS	1 -

PART II

**CONTRACT SPECIFIC QUESTIONS**

Contractors shall submit contract specific questions by completing the Question Form accessed from <http://entapps.indot.in.gov/cqa/>. The Department will attempt to have an answer on-line within two business days. Contract specific questions asked by any other method will not be answered by the Department.

Retrieve the Question and Answer Form for a specific contract by going on-line in the same manner you retrieve Contract Information Books and Plans. <http://erms.indot.in.gov/viewdocs/> will display the interface used for selection of contract letting documents. For the document category, Select "Q and A Form".

**CONTACTS FOR DISTRICT PERSONNEL ONLY**



## Indiana Department of Transportation Proposal

**Date of Letting:** December 11, 2024

**Time of Letting:** 10:00 AM

**Location of Letting:** INDIANA GOVERNMENT CENTER NORTH  
100 N. SENATE AVENUE, N758-CONTRACTS  
INDIANAPOLIS, IN 46204

**Contract Number:** R -43334-A

**Districts:** Seymour

**Counties:** BARTHOLOMEW, JENNINGS

**Description:** SMALL STRUCTURE REPLACEMENT

**Location:** ON SR 58, SR 9, SR 11, SR 3 AND SR 46 AT VARIOUS LOCATIONS

Project Control No.	Federal/State No.	Location
2001966	2001966	SMALL STRUCTURE REPLACEMENT CV 058-003-121.95 CULVERT BARTHOLOMEW COUNTY - ON SR 58 OVER UNT TO EAST FORK WHITE RIVER, 0.3 MI W OF I-65 (RP 121+0094 TO 121+0096)
2001977	2001977	SMALL STRUCTURE REPLACEMENT CV 009-003-14.80 CULVERT BARTHOLOMEW COUNTY - ON SR 9 OVER UNT TO CHAMBERS DITCH, 1.85 MILES S OF SR 252 (RP 014+0079 TO 014+0081)
2001980	2001980	SMALL STRUCTURE REPLACEMENT CV 011-003-49.70 CULVERT BARTHOLOMEW COUNTY - ON SR 11 OVER UNT TO E FORK WHITE RIVER, 6.4 MILES S OF SR 4 (RP 049+0069 TO 049+0071)
2001985	2001985	SMALL STRUCTURE REPLACEMENT CV 003-040-49.80 CULVERT JENNINGS COUNTY - ON SR 3 OVER UNT TO SAND CREEK, 4.3 MILES NORTH OF US 50 (RP 049+0079 TO 049+0081)
2002302	2002302	SMALL STRUCTURE REPLACEMENT CV 009-003-04.40 CULVERT BARTHOLOMEW COUNTY - ON SR 46 OVER UNT TO FISHERS FORK, 4.4 MILES NORTH OF US 31 (RP 098+0071 TO 098+0073)

Time ID	Description	Completion Date or Number of Units	Time Type	Liquidated Damages	Rate
00	COMPLETION DATE	10/31/2025	DT	\$3,000.00	per Day
01	RESTRICTION TIME DES 2001966	35	CD	\$3,000.00	per Day
02	RESTRICTION TIME DES 2002302	45	CD	\$3,000.00	per Day
03	CLOSURE TIME DES 2001977	30	CD	\$3,000.00	per Day
04	CLOSURE TIME DES 2001980	30	CD	\$3,000.00	per Day
05	CLOSURE TIME DES 2001985	30	CD	\$3,000.00	per Day

(\*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit

DBE GOAL: A contract provision goal of 12.00 percent of the contract bid price has been established as the minimum amount for contracting to disadvantaged business enterprises.

The initial payment for clearing right-of-way will be limited to 4.0 % of the original total bid.

**Pre-Bid Meeting Date:** Not Applicable

The following documents are included in the Contract:

2024 INDOT Standard Specifications effective 9-1-2023

INDOT Standard Drawings listed on Standard Drawings Index effective 9-1-2024

INDOT Qualified Materials Lists and Certified Sources Lists

Pre-bid Questions and Answers published on the INDOT website

Additional reference material may be available on the INDOT website, which may include, but is not limited to permits, asbestos reports, geotechnical reports and utilities information. The contractor shall consider the available additional reference material when preparing their proposal bid.

**Indiana Department of Transportation**

Letting Date: December 11, 2024

**Schedule of Pay Items**

Page 1 of 8

**Proposal ID:** R -43334-A**Project(s):** 2001966, 2001977, 2001980,  
2001985, 2002302**SECTION:** 1

SMALL STRUCTURE REPLACEMENT

**Alt Set ID:****Alt Mbr ID:**

<b>Proposal Line Number</b>	<b>Item ID Description</b>	<b>Approximate Quantity and Units</b>	<b>Unit Price</b>	<b>Bid Amount</b>
0001	105-06845 CONSTRUCTION ENGINEERING	LUMP SUM	LUMP SUM	_____.
0002	109-08359 LIQUIDATED DAMAGES	1.000 DOL	1.00	1.00
0003	109-08360 CONTRACT LIENS	1.000 DOL	1.00	1.00
0004	109-08440 QUALITY ADJUSTMENTS, HMA	1.000 DOL	1.00	1.00
0005	109-08443 QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES	1.000 DOL	1.00	1.00
0006	109-08444 QUALITY ADJUSTMENTS, FAILED MATERIALS	1.000 DOL	1.00	1.00
0007	109-08463 PROJECT ESTIMATE ADJUSTMENT	1.000 DOL	1.00	1.00
0008	109-09489 PAYMENT ADJUSTMENT, PG ASPHALT BINDER	1.000 DOL	1.00	1.00
0009	109-11362 QUALITY ADJUSTMENTS, FAILURE TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES	1.000 DOL	1.00	1.00
0010	110-01001 MOBILIZATION AND DEMOBILIZATION	LUMP SUM	LUMP SUM	_____.
0011	201-52370 CLEARING RIGHT-OF-WAY	LUMP SUM	LUMP SUM	_____.
0012	202-02240 PAVEMENT REMOVAL	214.000 SYS	_____.	_____.

**Indiana Department of Transportation**

Letting Date: December 11, 2024

**Schedule of Pay Items**

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**Proposal ID:** R -43334-A**Project(s):** 2001966, 2001977, 2001980,  
2001985, 2002302**SECTION:** 1

SMALL STRUCTURE REPLACEMENT

**Alt Set ID:****Alt Mbr ID:**

<b>Proposal Line Number</b>	<b>Item ID Description</b>	<b>Approximate Quantity and Units</b>	<b>Unit Price</b>	<b>Bid Amount</b>
0013	202-90277 DETECTOR HOUSING, REMOVE	1.000 EACH	_____.	_____.
0014	203-02000 EXCAVATION, COMMON	404.000 CYS	_____.	_____.
0015	203-02070 BORROW	3.000 CYS	_____.	_____.
0016	205-11626 PUMP AROUND	10.000 EACH	_____.	_____.
0017	205-12108 STORMWATER MANAGEMENT BUDGET	34,000.000 DOL	1.00	34,000.00
0018	205-12616 STORMWATER MANAGEMENT IMPLEMENTATION	LUMP SUM	LUMP SUM	_____.
0019	206-51215 EXCAVATION, X	39.000 CYS	_____.	_____.
0020	207-09935 SUBGRADE TREATMENT, TYPE IC	1,146.000 SYS	_____.	_____.
0021	211-09265 STRUCTURE BACKFILL, TYPE 2	963.000 CYS	_____.	_____.
0022	211-09268 STRUCTURE BACKFILL, TYPE 5	636.000 CYS	_____.	_____.
0023	214-12236 GEOTEXTILE FOR PAVEMENT, TYPE 1A	289.000 SYS	_____.	_____.
0024	214-12239 GEOTEXTILE FOR PAVEMENT, TYPE 2B	1,146.000 SYS	_____.	_____.
0025	301-12232 COMPACTED AGGREGATE, NO. 5	41.000 CYS	_____.	_____.

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**Proposal ID:** R -43334-A**Project(s):** 2001966, 2001977, 2001980,  
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SMALL STRUCTURE REPLACEMENT

**Alt Set ID:****Alt Mbr ID:**

<b>Proposal Line Number</b>	<b>Item ID Description</b>	<b>Approximate Quantity and Units</b>	<b>Unit Price</b>	<b>Bid Amount</b>
0026	301-12233 COMPACTED AGGREGATE, NO. 8	104.000 CYS	_____	_____
0027	303-01180 COMPACTED AGGREGATE, NO. 53	282.000 TON	_____	_____
0028	304-07493 WIDENING WITH HMA, TYPE B	25.000 TON	_____	_____
0029	306-08034 MILLING, ASPHALT, 1 1/2 IN.	2,056.000 SYS	_____	_____
0030	306-08432 MILLING, APPROACH	408.000 SYS	_____	_____
0031	401-000002 QC/QA-HMA, 3, 58S, SURFACE, 9.5 mm	113.000 TON	_____	_____
0032	401-000004 QC/QA-HMA, 2, 58H, SURFACE, 9.5 mm	38.000 TON	_____	_____
0033	401-000005 QC/QA-HMA, 3, 58H, SURFACE, 9.5 mm	100.000 TON	_____	_____
0034	401-000038 QC/QA-HMA, 3, 58S, INTERMEDIATE, 19.0 mm	54.000 TON	_____	_____
0035	401-000041 QC/QA-HMA, 3, 58H, INTERMEDIATE, 19.0 mm	78.000 TON	_____	_____
0036	401-000047 QC/QA-HMA, 3, 58S, BASE, 25.0 mm	366.000 TON	_____	_____
0037	401-10258 JOINT ADHESIVE, SURFACE	1,532.000 LFT	_____	_____
0038	401-10259 JOINT ADHESIVE, INTERMEDIATE	420.000 LFT	_____	_____

**Indiana Department of Transportation**

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**Schedule of Pay Items**

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**Proposal ID:** R -43334-A**Project(s):** 2001966, 2001977, 2001980,  
2001985, 2002302**SECTION:** 1

SMALL STRUCTURE REPLACEMENT

**Alt Set ID:****Alt Mbr ID:**

<b>Proposal Line Number</b>	<b>Item ID Description</b>	<b>Approximate Quantity and Units</b>	<b>Unit Price</b>	<b>Bid Amount</b>
0039	401-11785 LIQUID ASPHALT SEALANT , RPE	1,532.000 LFT	_____	_____
0040	406-05521 ASPHALT FOR TACK COAT	3,961.000 SYS	_____	_____
0041	606-12399 MILLED HMA CORRUGATIONS, CONVENTIONAL	486.000 LFT	_____	_____
0042	610-07487 HMA FOR APPROACHES, TYPE B	34.000 TON	_____	_____
0043	615-06490 RIGHT-OF-WAY MARKER	12.000 EACH	_____	_____
0044	616-05688 RIPRAP, CLASS 1	85.000 TON	_____	_____
0045	616-05689 RIPRAP, CLASS 2	72.000 TON	_____	_____
0046	616-06405 RIPRAP, REVETMENT	257.000 TON	_____	_____
0047	616-12246 GEOTEXTILE FOR RIPRAP, TYPE 1A	632.000 SYS	_____	_____
0048	616-12248 GEOTEXTILE FOR RIPRAP, TYPE 2A	764.000 SYS	_____	_____
0049	621-01004 MOBILIZATION AND DEMOBILIZATION FOR SEEDING	6.000 EACH	_____	_____
0050	621-06559 MULCHED SEEDING, TYPE R	2,618.000 SYS	_____	_____
0051	628-11976 COMPUTER SYSTEM EQUIPMENT	3.000 EACH	_____	_____

**Indiana Department of Transportation**

Letting Date: December 11, 2024

**Schedule of Pay Items**

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**Proposal ID:** R -43334-A**Project(s):** 2001966, 2001977, 2001980,  
2001985, 2002302**SECTION:** 1

SMALL STRUCTURE REPLACEMENT

**Alt Set ID:****Alt Mbr ID:**

<b>Proposal Line Number</b>	<b>Item ID Description</b>	<b>Approximate Quantity and Units</b>	<b>Unit Price</b>	<b>Bid Amount</b>
0052	628-12683 FIELD OFFICE, TYPE D	12.000 MOS	_____.	_____.
0053	702-04325 TEMPORARY SHORING	LUMP SUM	LUMP SUM	_____.
0054	702-51015 CONCRETE, B, FOOTINGS	20.000 CYS	_____.	_____.
0055	714-000086 WATERPROOFING MEMBRANE TYPE 2	8,332.000 SFT	_____.	_____.
0056	714-11179 STRUCTURE, REINFORCED CONCRETE, BOX SECTIONS, 8 FT X 6 FT	104.000 LFT	_____.	_____.
0057	714-11580 STRUCTURE, COATED REINFORCED CONCRETE, BOX SECTIONS, 10 FT X 4 FT	108.000 LFT	_____.	_____.
0058	714-12518 STRUCTURE, COATED REINFORCED CONCRETE, BOX SECTIONS, 7 FT X 3 FT	60.000 LFT	_____.	_____.
0059	714-12996 STRUCTURE, COATED REINFORCED CONCRETE, BOX SECTIONS, 15 FT X 8 FT	78.000 LFT	_____.	_____.
0060	801-04308 ROAD CLOSURE SIGN ASSEMBLY	23.000 EACH	_____.	_____.
0061	801-06207 TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN.	16,470.000 LFT	_____.	_____.
0062	801-06211 TEMPORARY PAVEMENT MESSAGE MARKING, REMOVABLE, LANE INDICATION ARROW	6.000 EACH	_____.	_____.

**Indiana Department of Transportation**

Letting Date: December 11, 2024

**Schedule of Pay Items**

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**Proposal ID:** R -43334-A**Project(s):** 2001966, 2001977, 2001980,  
2001985, 2002302**SECTION:** 1

SMALL STRUCTURE REPLACEMENT

**Alt Set ID:****Alt Mbr ID:**

<b>Proposal Line Number</b>	<b>Item ID Description</b>	<b>Approximate Quantity and Units</b>	<b>Unit Price</b>	<b>Bid Amount</b>
0063	801-06218 TEMPORARY TRANSVERSE PAVEMENT MARKING, REMOVABLE, 24 IN.	142.000 LFT	_____	_____
0064	801-06625 DETOUR ROUTE MARKER ASSEMBLY	91.000 EACH	_____	_____
0065	801-06640 CONSTRUCTION SIGN, TYPE A	59.000 EACH	_____	_____
0066	801-06645 CONSTRUCTION SIGN, TYPE B	8.000 EACH	_____	_____
0067	801-06775 MAINTAINING TRAFFIC	LUMP SUM	LUMP SUM	_____
0068	801-07023 ENERGY ABSORBING TERMINAL, CZ, TL-2	2.000 EACH	_____	_____
0069	801-07118 BARRICADE, TYPE III-A	264.000 LFT	_____	_____
0070	801-07119 BARRICADE, TYPE III-B	516.000 LFT	_____	_____
0071	801-08401 TEMPORARY TRAFFIC BARRIER, TYPE 2	420.000 LFT	_____	_____
0072	801-08508 TEMPORARY TRAFFIC BARRIER, ANCHORED, TYPE 2	620.000 LFT	_____	_____
0073	801-11642 PORTABLE CHANGEABLE MESSAGE SIGN	6.000 EACH	_____	_____
0074	801-12081 PORTABLE SIGNAL	LUMP SUM	LUMP SUM	_____

**Indiana Department of Transportation**

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**Schedule of Pay Items**

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**Proposal ID:** R -43334-A**Project(s):** 2001966, 2001977, 2001980,  
2001985, 2002302**SECTION:** 1

SMALL STRUCTURE REPLACEMENT

**Alt Set ID:****Alt Mbr ID:**

<b>Proposal Line Number</b>	<b>Item ID Description</b>	<b>Approximate Quantity and Units</b>	<b>Unit Price</b>	<b>Bid Amount</b>
0075	802-05701 SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	112.000 LFT	_____.	_____.
0076	802-09838 SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	48.000 SFT	_____.	_____.
0077	805-01844 CONDUIT, STEEL, GALVANIZED, 2 IN.	183.000 LFT	_____.	_____.
0078	805-08129 SIGNAL CABLE , DETECTOR LEAD-IN REMOVE AND REPLACE	388.000 LFT	_____.	_____.
0079	805-78470 SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GAUGE	254.000 LFT	_____.	_____.
0080	805-78785 SIGNAL DETECTOR HOUSING	1.000 EACH	_____.	_____.
0081	805-78795 SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	78.000 LFT	_____.	_____.
0082	808-05866 PAVEMENT MESSAGE MARKING, REMOVE	2,450.000 SYS	_____.	_____.
0083	808-06368 TRANSVERSE MARKING, REMOVE	30.000 LFT	_____.	_____.
0084	808-06703 LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	3,268.000 LFT	_____.	_____.
0085	808-06712 LINE, PAINT, BROKEN, YELLOW, 4 IN.	35.000 LFT	_____.	_____.
0086	808-06713 LINE, PAINT, SOLID, WHITE, 4 IN.	580.000 LFT	_____.	_____.

**Indiana Department of Transportation**

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**Schedule of Pay Items**

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**Proposal ID:** R -43334-A**Project(s):** 2001966, 2001977, 2001980,  
2001985, 2002302**SECTION:** 1

SMALL STRUCTURE REPLACEMENT

**Alt Set ID:****Alt Mbr ID:**

<b>Proposal Line Number</b>	<b>Item ID Description</b>	<b>Approximate Quantity and Units</b>	<b>Unit Price</b>	<b>Bid Amount</b>
0087	808-06714 LINE, PAINT, SOLID, YELLOW, 4 IN.	300.000 LFT	_____.	_____.
0088	808-06716 LINE, REMOVE	4,298.000 LFT	_____.	_____.
0089	808-06723 PAVEMENT MESSAGE MARKING, PAINT, LANE INDICATION ARROW	2.000 EACH	_____.	_____.
0090	808-12032 GROOVING FOR PAVEMENT MARKINGS	6,320.000 LFT	_____.	_____.
0091	808-75240 LINE, THERMOPLASTIC, BROKEN, YELLOW, 4 IN.	45.000 LFT	_____.	_____.
0092	808-75245 LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	1,300.000 LFT	_____.	_____.
0093	808-75297 TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	96.000 LFT	_____.	_____.
0094	808-75996 SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	22.000 EACH	_____.	_____.
0095	808-75998 SNOWPLOWABLE RAISED PAVEMENT MARKER	22.000 EACH	_____.	_____.
0096	808-92027 LINE, THERMOPLASTIC, SOLID, YELLOW, 8 IN.	792.000 LFT	_____.	_____.
<b>Section:</b> 1		<b>Total:</b>	_____.	_____.

## 103-C-584d DBE JOINT CHECK REQUEST FORM

(Revised 12-11-14)

# INDIANA DEPARTMENT OF TRANSPORTATION

## DBE JOINT CHECK REQUEST FORM

Name of DBE

Contract Number

Name of Prime Contractor

Item Number(s)

Name of Material Supplier

INDOT will closely monitor the use of joint checks. To receive DBE credit for performing a commercially useful function with respect to obtaining materials and supplies, a DBE must "be responsible for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself." Only when a DBE meets all of these requirements should credit be counted for the procurement of the items by the DBE. Please refer to the attached *Procedures for Using Joint Checks under the Disadvantaged Business Program* for qualifying conditions. If proper procedures are not followed or INDOT determines that the arrangement results in lack of independence for the DBE involved, no credit for the DBE's participation as it relates to the material cost will be counted toward the contract goal requirement.

I have read and understand the above information and have attached a copy of the Joint Check Agreement relating to this request. I hereby acknowledge that the information provided on this form is true and accurate.

Authorized DBE Representative

Signature

Title

Date

Authorized Prime Contractor Representative

Signature

Title

Date

Authorized Material Supplier Representative

Signature

Title

Date

### INDOT USE ONLY

Date Received:

INDOT Representative:

 Approved  Denied

*Note: Do not process this request without a signed copy (all parties) of the Joint Check Agreement, statement of history, and any related policies.*

Comments:

Please send the DBE Joint Check Request Form and supporting documentation to

[promptpayment@indot.in.gov](mailto:promptpayment@indot.in.gov)

1

<sup>1</sup> Updated March 22, 2021

**INDIANA DEPARTMENT OF TRANSPORTATION  
PROCEDURES FOR USING JOINT CHECKS UNDER THE DISADVANTAGED BUSINESS  
ENTERPRISE (DBE) PROGRAM**

A joint check is a “two party” check payable to two parties. Typically, a joint check is issued by a prime contractor to a subcontractor and to a material supplier or another third party for items or services to be incorporated into a project.

INDOT understands that prime contractors, subcontractors and suppliers may wish to use joint check arrangements for a variety of legitimate reasons, such as assuring that timely payment will be for the supplier’s items or dealing with situations in which it is difficult for a subcontractor to obtain bonding at a competitive rate. However, INDOT also understands that the use of joint checks can raise questions about whether it is proper to count DBE credit for the items purchased using the joint check.

When joint checks are utilized, DBE credit toward the contract goal will only be allowed when the DBE is performing a “commercially useful function” in accordance with 49 CFR 26.55(c)(1):

*“A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to the materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable), and paying for the material itself.”*

The following conditions will apply to payments to DBE subcontractors and material vendors using joint checks. INDOT will closely monitor the use of joint checks to ensure that such a practice does not erode the independence of the DBE nor inhibit the DBE’s ability to perform a commercially useful function. Joint checks will not be allowed simply for the convenience of the prime contractor. Failure to follow these conditions may disqualify DBE participation or adversely impact a contractor’s bidding status.

1. Any implementation of a Joint Check Agreement must first be approved by INDOT and requested by the DBE involved using the *DBE Joint Check Request Form* provided by INDOT;
2. A formalized Joint Check Agreement between the parties involved (including the conditions of the arrangement and expected use of the joint checks) must accompany the *DBE Joint Check Request Form*;
3. Each party to the Joint Check Agreement must also submit a statement of its history in using joint checks and any related policies with the *DBE Joint Check Request Form*;
4. Joint checks should be focused on accomplishing the procurement of materials needed for a particular purpose at a particular time (i.e., contract specific).
5. Even with joint checks, the DBE will remain responsible for the other elements of 49 CFR 26.55(c)(1);
6. No requirement by the prime contractor that the DBE is to use a specific supplier nor the prime contractors “negotiated” price;
7. DBE must release the joint check to the material supplier (upon determining that the material supplier or other third party has fulfilled its responsibilities under the contract);
8. DBEs must be more than an extra participant in releasing the check to the material supplier;
9. Prime contractors must make joint checks available to all contract participants, and may not be restrictive to any one participant; and
10. All parties involved in a formalized joint check agreement must provide INDOT (upon request) with any documentation deemed necessary to substantiate compliance.

## Storm Water, Erosion, and Sediment Control Inspection Report

INDOT  
(4-2012)

## Project Information

Project Information		
INDOT Lead Des Number:	Inspection Type	Inspection Date:
Contract Number:	<input type="checkbox"/> 24 hr (After a > 0.5" Event)	Date of Last Precipitation:
Road/County:	<input type="checkbox"/> Weekly <input type="checkbox"/> QA/QC	Amount of Last Precipitation:

## Areas Inspected

Areas Inspected					
Area Type	Inspected ✓/NA	Area Type	Inspected ✓/NA	Area Type	Inspected ✓/NA
Disturbed Areas		Areas where Water Leaves the Project Site		Erosion Controls	
Material Storage Areas		Other:		Sediment Controls	
How was inspection conducted? (check all that apply)		<input type="checkbox"/> Windshield		<input type="checkbox"/> Walking	<input type="checkbox"/> Other
Stationing Inspected		<input type="checkbox"/> Entire Project	<input type="checkbox"/> Select Stations:	Sta. to Sta.	Sta. to Sta.

## **Part A: Erosion and Sediment Control Best Management Practices (BMPs) Inspected**

Except for the instances listed below, all sediment and erosion controls have been inspected and were found to be in working order and do not require maintenance or corrective actions.

## Storm Water, Erosion, and Sediment Control Inspection Report

INDOT  
(4-2012)

## Part B: Additional Quantities or Additional BMPs Needed

Any additional control quantities or new BMPs not shown on the SWPPP must be approved by the PE/PS. If multiple locations are involved, identify the exact location of each addition. Justification for the measure must be provided.

### **Part C: Temporarily or Permanently Suspended Construction Activities**

Where construction activities (grading, excavating, embankment filling, or other land disturbing activities have been suspended either temporarily or permanently, describe why stabilization measures were not initiated within 7 days.

**Part D: Compliance Evaluation (check only one)**

With the maintenance and improvement actions noted, the areas inspected will meet the intent of the Erosion and Sediment Control Plan and INDOT contract documents and specifications related to temporary erosion and sediment control.

The areas inspected are not meeting the intent and are in potential noncompliance with the Erosion and Sediment Control Plan and/or INDOT contract documents and specifications related to temporary erosion and sediment control. There is off site sedimentation and/or a high potential for off-site sedimentation on this project. (If this box is checked, complete the following "Part E: Potential Noncompliance Issues" section of this form)

## Part E: Potential Noncompliance Issues

**Storm Water, Erosion, and Sediment Control Inspection Report**INDOT  
(4-2012)**Part F: Inspection Certification**

I certify 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 gather and evaluate 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.

Inspector Name Printed:	Company:	Title:	Date:
-------------------------	----------	--------	-------

Inspector Signature:
----------------------

If evaluating an inspection performed by another inspector, please check one of the following boxes:

I concur with the inspector     I do not concur with the inspector (please circle any findings that you do not agree with)

Owner Representative Name:	Signature:
----------------------------	------------

Date:
-------

A permanent copy must be filed with the project records and be provided to INDOT or IDEM personnel according to requirements or upon request.
---

**Table of Types of Erosion and Sediment Control Best Management Practices (BMPs)**

1	Diversion Interceptor	8	Check Dam, Traversable	15	Filter Berm	22	Concrete Washout
2	Temporary Seeding	9	Slope Drain	16	Filter Sock	23	Secondary Spill Containment
3	Permanent Sod or Seed	10	Splash Pad	17	Turbidity Curtain	24	
4	Mulch (hydraulic or bonded fiber mulch)	11	Sediment Trap	18	Surface Roughening	25	
5	Straw Mulch (blown/laid)	12	Sediment Basin	19	Vegetative Filter Strip	26	
6	Manufactured Surface Protection Products	13	Retention Pond	20	Inlet Protection	27	
7	Check Dam	14	Silt Fence	21	Construction entrance/exit	28	

cc: Prime Contractor Superintendent (add Prime Contractor Owner/President when appropriate)  
 INDOT Project Engineer (add INDOT Area Engineer when appropriate)  
 INDOT District E&SC Specialist (add INDOT Central Office E&SC Specialist when appropriate)

**Storm Water, Erosion, and Sediment Control Inspection Report****INDOT**  
(4-2012)

**Instructions for the Contractor's representative:** Fill out this document completely including filling out the Project Information, Areas Inspected and Parts A, B, C, D, E and F the day of your field investigation and put it on file for the project. Submit the signed document to the INDOT project representative the same day. Always provide pictures to document site conditions observed in your report.

**Instructions for INDOT's representative:**

- When you receive a completed and signed inspection report as completed by the contractor, visit the site within 24 hours of receipt of the contractor's inspection to verify the contractor's findings. If you concur with the contractor's inspection, fill out part F and sign as the INDOT representative. If you don't concur with the contractor's inspection, fill out parts E, F and circle any areas where you believe the inspection misrepresented the site's state of compliance with the intent of INDOT standards. If possible, provide pictures to document site conditions observed. Upon completion, sign under Part F, put it on file with the project and copy the prime contractor's representative.
- If you are completing this as an evaluation of an INDOT project without regard to the contractor's inspection, fill out all parts of the form including part D, E and sign as the inspector in part F. Always provide pictures to document site conditions observed in your report. Provide a copy to the INDOT PE/PS for the project and the Area Engineer. It is recommended that the inspection report be provided to the contractor immediately for their information (not their concurrence). It is also recommended another INDOT rep. visit the site within 24 hours to verify the inspection for their records and sign concurrence or non-concurrence in Part F.

**Additional Explanation:**

- Part A – Only put BMPs in Part A that were deemed to be in need of maintenance or alteration. Do not provide a list of every BMP inspected on the project. The intent is to document only those which were deemed in need of maintenance or alteration in order to continue to meet the intent of the measure at the location.
- Part B – Only put additional BMPs not yet installed on the project site in Part B. These can be BMPs intended for a different construction phase of the project or BMPs planned for other areas of the project that make sense to be deployed at additional locations. This is also where recommendations of measures would occur that identify new BMPs not in the contract documents.
- Part C – This is a list of known bare/exposed areas of the project and the justification why they are remaining bare or exposed during the review period despite a lack of construction activities. This especially includes any areas that are or are planned to be exposed for greater than 7 days without immediate plans to stabilize.
- Part D – Checking that the project is not in compliance with the intent of INDOT standards indicates that despite the additional maintenance measures and BMPs, the project's oversight is failing to ensure that sediment is prevented from leaving the project site or has the potential to leave the project site.
- Part E – List principles of storm water or erosion and sediment control that appear to be lacking on the project which demonstrate the lack of oversight of the project by qualified personnel.
- Part F – The "I certify" signature of the inspector is important in order to document whose opinion is being provided by the filling out of this form.

## Storm Water, Erosion, and Sediment Control Inspection Report

INDOT  
(4-2012)

09-01-16

## 801-T-211d PORTABLE SIGNAL INSPECTION CHECKLIST

(Adopted 12-17-15)

<b>Contractor:</b>	<b>Date of Inspection:</b>	<b>Inspector:</b>
--------------------	----------------------------	-------------------

<b>Project Number</b>	<b>Manufacturer of PTS:</b>
<b>Project Location</b>	
<b>Contact Name &amp; Phone:</b>	

**Components included in Inspection**

<b>Unit VIN</b>	<b>Description</b>	<b>Serial Number</b>

<b>Battery Components</b>	<b>Yes</b>	<b>No</b>
1. Wiring is in good condition.		
2. All fuses & breakers in good condition and working order.		
3. All Fuses are identified.		
4. Chassis is grounded		
5. Ground and breaker switch stickers are identified and labeled.		
6. Battery terminals are free of corrosion and making good contact with battery cables.		
7. Lid latches and access points are in good working order and functioning properly.		
8. Battery charger is operational.		

<b>Solar Components</b>	<b>Yes</b>	<b>No</b>
1. Solar panels arrays are secure for transport.		
2. Solar controller is in good working order are secure.		
3. Solar controller voltage reading:		
4. Solar panels are secured tightly in frames.		
5. Solar panels are functional		

<b>Signal Indications</b>	<b>Yes</b>	<b>No</b>
1. Light housing color is correct.		
2. Lights are mounted securely on system.		
3. All LEDs are operational.		
4. Light shields have all screws and are fastened tight.		

09-01-16

5. Light doors are shut and screws are secure.		
6. All exposed inputs are free of corrosion and in good working order.		
7. Back Plates, associated screws and brackets are secure and undamaged		
8. All junction boxes are secure and in good condition		
9. Over light extension are in good working order.		

<b>Operating System</b>	Yes	No
1. Operating System successfully runs a signal program		
2. Malfunction Function Management System verified be activating a default		
3. All connection free of corrosion and in good working order		
4. Verify that controller is indicating the correct date and time		

<b>Wireless Communications</b>	Yes	No
1. Radios in good condition and free of corrosion		
2. Communication between signal trailers verified		
3. Radio Antennas in good condition and secure.		

<b>Controller Cabinet</b>	Yes	No
1. The controller cabinet is in good condition and connections are secure.		
2. Signal manufacture's decal with emergency contact information is visible and readable.		
3. Operational Manual and troubleshooting guide is included with the system		

<b>System Testing</b>	Yes	No
1. Portable traffic signal system is functioning correctly.		
2. Tire pressure is correct on trailers and lug nuts are secure.		
3. All securing pins and latches are in place and in good working order.		
4. All marker lights, brake and turn lights are functioning properly.		
5. Maximum towing speed is clearly marked on each tongue.		
6. All pinch points are clearly marked with a warning label.		
7. Each trailer is equipped with an "Overhead Wires" warning label.		

<b>Accepted for Use</b>	Yes	No
Unit VIN:		

Inspector:

Date:

## 805-T-039d LOOP TESTING TABLE

(Adopted 09-01-05)

Page \_\_\_\_\_

INTERSECTION \_\_\_\_\_ Contract No. \_\_\_\_\_

TEST PERFORMER-CONTRACTOR (C) \_\_\_\_\_ Date \_\_\_\_\_

TEST PERFORMER-STATE (S) \_\_\_\_\_ Date \_\_\_\_\_

		LOOP DESIGNATION											
NUMBER OF TURNS													
INDUCTANCE		READINGS AT DETECTOR HOUSING BEFORE SPLICED											
80 to 800 $\mu$ H													
RESISTANCE # 8 $\Omega$													
VOLTAGE # 3 v													
MEGOHM (LOOP) > 100 M $\Omega$													
MEGOHM (LEAD IN) >100 M $\Omega$													
INDUCTANCE 80 to 800 $\mu$ H		READINGS AT CABINET AFTER SPLICED											
		C											
		S											
RESISTANCE # 8 $\Omega$		C											
		S											
VOLTAGE # 3 v		C											
		S											
MEGOHM WEST SPLICE >100 M $\Omega$		C											
		S											
VEHICLE SIMULATOR		C											
		S											

DISTRIBUTION: Project File, District Traffic, Contractor

801-T-150d TRAFFIC CONTROL DEVICE REPORT

(Adopted 09-01-05)

## PROJECT: CONTRACT:

BATES: PROJECT:

DATES: 10/10/00 thru 10/12/00

\* If device is not O.K., describe deficiency under Remarks.

Date Corrective Action Taken:

Report Prepared By:

Title:

801-T-150d

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100-C-147 PAYMENT OF PREDETERMINED MINIMUM WAGE DETERMINATION  
(DAVIS-BACON ACT)  
General Decision Number IN20230006

*(Revised 06-16-22)*

General Decision Number IN20230006 shall apply to this contract.

The above referenced wage determination is available from the USDOL at the SAM internet website <https://sam.gov/content/wage-determinations>. Any modification published there by the USDOL not later than 10 days prior to letting is applicable to this contract.

The Department will confirm the modification number and publication date for the General Decision effective for the bid opening. Notice of confirmation will be published on the Contract Administration website <https://www.in.gov/dot/div/contracts/letting/index.html> at least one week prior to the bid opening. The bidder shall acknowledge in applicable wage determination, modification, and publication date in the proposal form.

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100-C-151A FHWA-1273

*(Revised 10-23-23)*

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [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/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

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

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

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

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

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

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

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

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

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

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract 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 reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [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.

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### **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.

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#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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## **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B).**

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

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

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

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

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.

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100-C-151D EXECUTIVE ORDER 11246

(Revised 05-20-23)

The Standard Specifications are revised as follows:

SECTION 103, BEGIN LINE 546, DELETE AND INSERT AS FOLLOWS:

**103.04 BlankEqual Employment Opportunity**

***(a) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)***

1. *The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.*
2. *The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:*

**a. Minority Hiring Goals by County**

COUNTY	PCT.	COUNTY	PCT.	COUNTY	PCT.
Adams	4.4	Hendricks	12.5	Pike	3.5
Allen	4.4	Henry	3.9	Porter	20.9
Bartholomew	9.7	Howard	4.4	Posey	4.8
Benton	1.5	Huntington	4.4	Pulaski	18.4
Blackford	3.9	Jackson	9.7	Putnam	9.7
Boone	12.5	Jasper	18.4	Randolph	3.9
Brown	9.7	Jay	3.9	Ripley	9.2
Carroll	1.5	Jefferson	9.6	Rush	9.7
Cass	3.7	Jennings	9.7	St. Joseph	7.1
Clark	11.2	Johnson	12.5	Scott	9.6
Clay	3.1	Knox	3.5	Shelby	12.5
Clinton	1.5	Kosciusko	6.2	Spencer	3.5
Crawford	9.6	LaGrange	6.2	Starke	18.4
Daviess	9.7	Lake	20.9	Steuben	4.4
Dearborn	11.0	LaPorte	18.4	Sullivan	3.1
Decatur	9.7	Lawrence	9.7	Switzerland	9.2
Dekalb	4.4	Madison	4.9	Tippecanoe	2.7
Delaware	5.3	Marion	12.5	Tipton	4.4
Dubois	3.5	Marshall	7.1	Union	3.9
Elkhart	4.0	Martin	9.7	Vanderburgh	4.8
Fayette	3.9	Miami	3.7	Vermillion	3.1
Floyd	11.2	Monroe	3.1	Vigo	3.1
Fountain	1.5	Montgomery	1.5	Wabash	3.7
Franklin	9.2	Morgan	12.5	Warren	1.5
Fulton	6.2	Newton	18.4	Warrick	4.8
Gibson	4.8	Noble	4.4	Washington	9.6
Grant	3.7	Ohio	9.2	Wayne	3.9
Greene	9.7	Orange	9.6	Wells	4.4
Hamilton	12.5	Owen	9.7	White	1.5
Hancock	12.5	Parke	2.5	Whitley	4.4
Harrison	9.6	Perry	3.5		

**b. Female Hiring Goal.** The female hiring goal is 6.9% throughout the State. Minority females may be counted both as a minority and as a female.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contract also is subject to the goals for both its federally involved and non-federally involved construction.

*The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.*

3. *The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs with 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.*
4. *As used in this Notice, and in the contract resulting from this solicitation, the "covered area" as shown in the contract documents.*

**(b) Equal Opportunity Clause**

*The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:*

*During the performance of this contract, the Contractor agrees as follows:*

- (1) *The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

- (2) *The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*
- (3) *The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.*
- (4) *The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- (5) *The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- (6) *The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
- (7) *In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

(8) *The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.*

*The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.*

*The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.*

*The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.*

***(c) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)***

*1. As used in these specifications:*

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;*
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;*
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.*
- d. "Minority" includes:*
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);*
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);*
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and*
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).*

*2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.*

3. *If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.*
4. *The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.*
5. *Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.*
6. *In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.*

7. *The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:*
  - a. *Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.*
  - b. *Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.*
  - c. *Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.*
  - d. *Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.*
  - e. *Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source compiled under 7b above.*

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.*
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.*
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.*
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.*
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.*
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.*

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.*
  - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.*
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.*
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.*
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.*
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.*

9. *A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).*
10. *The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.*
11. *The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.*
12. *The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.*
13. *The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.*

14. *The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.*
15. *Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).*

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## 100-C-151E TITLE VI ASSURANCES

*(Revised 05-21-15)*

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, religion, sexual orientation, gender identity or income status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, religion, sexual orientation, gender identity or income status.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Indiana Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding of payments to the contractor under the contract until the contractor complies, and/or (b) cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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## 100-C-188 STANDARD SPECIFICATIONS

*(Revised 05-20-23)*

Wherever in the contract documents the 2018, 2020, or 2022 Standard Specifications are referenced, it shall be interpreted to mean the 2024 Standard Specifications.

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## 100-C-214 CONSTRUCTION LETTING EMAIL BOX

*(Revised 04-23-08)*

The Contractor has the option to submit certain contract bid documents, as defined in the proposal, either as original paper copies filed with the proposal or as electronic documents.

To submit electronic documents, the Contractor shall attach the documents to an email sent to the following address:

[constructionletting@indot.in.gov](mailto:constructionletting@indot.in.gov)

To ensure that the electronic documents are placed in the correct contract folder with a date and time stamp and that they cannot be altered, the subject line of the email shall contain the following information in the exact format shown:

CompanyNameDocumentTitleLettingDate-ContractNumber

The subject line shall contain no spaces, periods, commas, apostrophes or other punctuation marks other than the one hyphen indicated between CompanyNameDocumentTitleLettingDate and ContractNumber.

LettingDate shall be in the format MMDDYY.

ContractNumber shall be in the format AA#####Z, where AA is the 1 or 2 letter prefix, ##### is the 5 digit number and Z is the 1 letter suffix.

The following is an example of the subject line for the Jones Construction Co., Inc., submitting a drug testing plan for contract IR-30999-A for a March 15, 2008 letting:

JonesConstructionCoIncDrugPlan031508-IR30999A

Documents must be time stamped by the INDOT email box prior to the time stated in the advertisement.

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## 100-C-246 CARGO PREFERENCE ACT

*(Adopted 01-07-16)*

The Contractor shall observe and comply with the current version of the Cargo Preference Act, CPA, and the implementing regulations 46 CFR Part 381, including 381.7(a)-(b), of the Federal-aid highway program in accordance with 107.05.

The CPA requirements shall be effective for the Federal-aid highway program for all Federal-aid projects awarded after February 15, 2016.

For additional information, see the FHWA's web page providing guidance for CPA requirements at <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

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## 100-C-281 PG BINDER GRADES

*(Adopted 10-19-23)*

The Department is changing PG binder grades. Wherever in the contract documents any of the old PG binder grades, as noted in the table below, are referenced, it shall be interpreted to mean the corresponding new PG binder grade listed.

Old and New PG Binder Grade Classification	
Old PG Binder Grade	New PG Binder Grade*
64-22	58S-28
70-22	58H-28
76-22	58E-28

\*in accordance with AASHTO M 332.

## 101-C-282 JOINT VENTURE

*(Adopted 07-18-24)*

The Standard Specifications are revised as follows:

SECTION 101, AFTER LINE 573, INSERT AS FOLLOWS:

**101.80.1 Joint Venture**

*A bid of two or three contractors will be considered a joint venture. Not more than three contractors will be allowed as parties to a joint venture. All contractors applying for joint venture approval shall be prequalified separately.*

*A contractor that is a member of a joint venture may not submit a proposal bid, in its individual capacity or as a participant in another joint venture, for the same contract on which the joint venture bids.*

*Each contractor on an awarded Joint Venture bid shall comply with 105 IAC 11-3-5 and, regardless of any other agreement between the contractors, is jointly and severally liable to the State for all obligations owing to the State under the awarded contract.*

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## 103-C-268 INDIANA-KENTUCKY DBE RECIPROCITY

(Revised 05-20-23)

The Standard Specifications are revised as follows:

SECTION 103, BEGIN LINE 66, INSERT AS FOLLOWS:

**4. Certified DBE**

A business enterprise which has completed and filed a request for certification with the Department *or with the Kentucky Transportation Cabinet*, and that the business enterprise has been reviewed and determined to comply with the guidelines established in 49 CFR Part 26. Business enterprises which are determined to be eligible will be certified as DBEs to perform specific types of work.

SECTION 103, BEGIN LINE 401, INSERT AS FOLLOWS:

**(f) Affirmative Action Certification**

The Affirmative Action Certification, included in the Proposal, shall be completed when the Proposal is submitted to the Department. The certification shall list all DBE firms the Contractor plans to utilize, either race/gender consciously or race/gender neutrally. Blank certifications shall cause the bid to be rejected. If a portion of a pay item is to be performed by a DBE, an explanation shall be included stating exactly what the DBE is performing or supplying. Failure to do so may affect the award of the contract. The Contractor shall ensure that DBE firms listed on the Affirmative Action Certification are certified DBE firms as listed in the Department's DBE directory *or on the Kentucky Transportation Cabinet's DBE directory* at the time of letting. *When a firm is certified in both Indiana and Kentucky, the Contractor shall use the Indiana certification.* In addition to the listing of DBE firms that will be used race/gender consciously to meet the goal, the Contractor shall also provide a total for the amount of work that it anticipates will be performed by other DBE firms used race/gender neutrally on the contract beyond the goal requirements.

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## 103-C-269 SUBMITTAL OF DBE QUOTES

*(Adopted 06-17-21)*

The Contractor that is the apparent low bidder on a contract that specifies a DBE goal shall submit to the Department the quotes received from DBE firms listed on the Affirmative Action Certification, in accordance with 103.01, no later than 24 h after the time specified in the Notice To Contractors for receipt of bids.

To submit the documents, the Contractor shall attach the documents to an email sent to the following address:

[DBEQuotes@indot.in.gov](mailto:DBEQuotes@indot.in.gov)

To ensure that the electronic documents are placed in the correct contract folder with a date and time stamp and that they cannot be altered, the subject line of the email shall contain the following information in the exact format shown:

CompanyNameDocumentTitleLettingDate-ContractNumber

The subject line shall contain no spaces, periods, commas, apostrophes or other punctuation marks other than the one hyphen indicated between CompanyNameDocumentTitleLettingDate and ContractNumber.

LettingDate shall be in the format MMDDYY.

ContractNumber shall be in the format AA#####Z, where AA is the 1 or 2 letter prefix, ##### is the 5 digit number and Z is the 1 letter suffix.

The following is an example of the subject line for the Jones Construction Co., Inc., submitting DBE quotes for contract IR 30999-A for a March 10, 2021 letting:

JonesConstructionCoIncDBEQuotes031021-IR30999A

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106-C-277 BUILD AMERICA, BUY AMERICA ACT REQUIREMENTS  
[for Federal-Aid Contracts Only]

*(Revised 02-15-24)*

The Standard Specifications are revised as follows:

SECTION 106, BEGIN LINE 116, DELETE AND INSERT AS FOLLOWS:

**(c) *Build America, Buy America Requirements***

All contracts shall be supplied with steel and iron products and construction materials that are produced in the United States. Steel and iron products shall comply with IC 5-16-8, 2 CFR 184, and the 23 CFR 635.410.

*A Build America, Buy America Certification shall be submitted and received for each product or source of material prior to being incorporated into the contract in accordance with 916.02(e) and 916.03(e).*

SECTION 106, BEGIN LINE 140, DELETE AND INSERT AS FOLLOWS:

**a. Exceptions**

The Engineer may grant specific written permission to use foreign steel or iron products when both of the following conditions apply:

- (1) The total cost of all foreign products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.
- (2) The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. The Engineer may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source if the shortage is not previously established by the Department.

**2. Construction Materials**

*All construction materials incorporated permanently into a contract that serve an ongoing need to the finished product shall be manufactured in the United States. All manufacturing processes for the construction materials shall occur in the United States.*

SECTION 916, BEGIN LINE 21, DELETE AND INSERT AS FOLLOWS:

**916.02 Types of Certifications**

Certifications shall be Type A, Type B, Type C, Type D, *Build America, Buy America*, or as required under other types. When specified, the type of certification provided for a material shall be in accordance with the Frequency Manual except as otherwise specified. Specific information and test results required in Type A, Type B, and other types of certifications will be listed in the material specifications. Sample forms for Type A, Type B, Type C, Type D, and *Build America, Buy America* certifications are shown in 916.03. Sample forms for other type certifications are shown in ITM 804.

SECTION 916, BEGIN LINE 57, DELETE AND INSERT AS FOLLOWS:

**(e) Build America, Buy America Requirement**

All steel and iron materials and products *and construction materials* used in the contract shall be certified to be in accordance with 106.01(c).

SECTION 916, BEGIN LINE 225, INSERT AS FOLLOWS:

**(e) Sample Build America, Buy America Certification Form**

**BUILD AMERICA, BUY AMERICA CERTIFICATION**

SECTION 916, BEGIN LINE 254, INSERT AS FOLLOWS:

**2. Construction Materials**

*In accordance with 106.01(c)2, I hereby certify that all construction materials and manufacturing processes for the materials listed below occurred in the United States of America or territories subject to its jurisdiction.*

Material Name*	Quantity (units)

\* *Identifying information shall be shown when appropriate. A separate certification is required for each different manufacturer.*

\_\_\_\_\_  
Signature of Company Official\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Company Name\_\_\_\_\_  
Signature of Contractor Official\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**106-C-280 E-TICKETING INCENTIVE**

(Adopted 06-15-23)

**Description**

This work shall consist of furnishing an electronic material delivery ticket, e-ticket, and delivering the e-ticket to the Department's e-ticketing portal, MyDOTportal, in accordance with 105.03.

**Construction Requirements**

The Department will pay an incentive for each e-ticket which is delivered to the Department's e-ticketing portal. The incentive will only apply to e-tickets which are:

- (a) The latter of submitted after June 30, 2023 or the date this provision was added to the contract,

- (b) One of the following material types: Asphalt, Concrete, or Aggregate,
- (c) Marked "Delivered" by Department personnel in MyDOTportal, and
- (d) Utilized as the basis of payment or source document in the final construction record.

The e-ticket furnished and delivered to the Department's e-ticketing portal shall be in accordance with 106.01(b)1. The information provided on each e-ticket furnished shall be in accordance with 106.01(b)2.

**Method of Measurement**

The e-ticket incentive will be measured by the number of tickets, furnished and delivered to the Department's e-ticketing portal. The Department will provide a report to the Contractor showing the number of delivered tickets per supplier.

**Basis of Payment**

The e-ticket incentive will be paid for at the contract unit price per each ticket, furnished and delivered to the Department's e-ticketing portal. The unit price for this incentive will be \$2.00 per ticket. The incentive will be applied as a one-time payment on the partial pay estimate after the contract is substantially complete.

Payment will be made under:

**Pay Item****Pay Unit Symbol**

E-Ticket Incentive.....EACH

The incentive will not apply to alternate e-ticket systems selected by the Contractor or Supplier that do not furnish and deliver e-tickets to the Department's e-ticketing portal.

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**107-C-266 MAINTAINING PEDESTRIAN ACCESSIBILITY DURING CONSTRUCTION**

*(Adopted 02-20-20)*

Pedestrian accessibility shall be provided and maintained in accordance with 107.08 during the construction of the project where sidewalks and curb ramps exist. Pedestrian accessibility shall consist of the use of signed pedestrian detours utilizing existing and temporary features which shall include, but not be limited to, curb ramps, detectable warning surfaces, pedestrian signals, pavement markings, pedestrian phasing or sidewalks affected by the construction work zone. Pedestrian accessibility shall be as shown on the plans or as directed.

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## 109-C-212 PROJECT ESTIMATE ADJUSTMENT

*(Adopted 07-27-07)*

The Department's construction record management software generates partial payment estimates based on the total contract, inclusive of all projects within the contract. In the event that one or more projects within the contract has a total dollar value less than zero for any given partial payment period, the software will not generate a partial payment estimate for the total contract. If this occurs, the Engineer will apply a project estimate adjustment in order to generate a total contract partial payment estimate.

A project estimate adjustment will initially be a positive dollar amount of a value that will adjust a negative project partial payment estimate to zero for the given partial payment period. After application of the project estimate adjustment, the Engineer will track the affected project to determine when sufficient additional work has been completed to offset the project estimate adjustment amount. At that time, the Engineer will apply a second project estimate adjustment to the project. The second project estimate adjustment will be a negative dollar amount of a value that will adjust the project estimate adjustment item to a balance of zero for the project.

The Engineer will apply project estimate adjustments as described above as often as necessary during the life of the contract in order to generate total contract partial payment estimates. The final quantity of the project estimate adjustment item will be zero prior to final payment.

The contract unit price for project estimate adjustment will be \$1.00.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit Symbol</b>
Project Estimate Adjustment.....	DOL

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## 200-R-401 RECYCLED FOUNDRY SAND

*(Revised 05-20-23)***Description**

Recycled foundry sand, RFS, consists of a mixture of residual materials used from ferrous or non-ferrous metal castings and natural sands. The Contractor shall have the option of incorporating RFS into applicable operations in accordance with 105.03.

**Materials**

RFS sources are to be selected from the qualified products list, QPL, of Recycled Foundry Sand. RFS may be substituted for B borrow or borrow upon the approval by the Department's Geotechnical Services Division.

The Contractor shall provide a copy of the Indiana Department of Environmental Management's, IDEM, waste classification certification for Type III or IV residual sands prior to use. The IDEM certification shall clearly identify the stockpiles with regard to their extent and geographical location.

A Type A certification in accordance with 916 shall be provided for recycled foundry sand. The results of the gradation test shall be shown on the certification for recycled foundry sand. Consultants on the Department's list of Qualified Geotechnical Consultants shall perform the testing of RFS materials.

RFS use is restricted to the following additional requirements:

1. RFS derived from Type III residual sand shall not be allowed within 100 ft, horizontally, of a stream, river, lake, reservoir, wetland, or any other protected environmental resource area.
2. RFS derived from Type III or Type IV residual sand shall not be placed within 150 ft, horizontally, of a well, spring, or other ground source of potable water.
3. RFS shall not be allowed adjacent to metallic pipes or other metallic structures.
4. RFS shall not be used as encasement material.
5. RFS shall not be used in MSE wall applications.
6. RFS placement shall be at least 2 ft above ground water elevation.

If RFS is used in embankment, excavation and replacement operations as a replacement for B borrow or borrow, the following additional restrictions will be required.

1. Borrow: RFS shall be in accordance with 203.
2. B borrow: RFS shall be in accordance with 211.

#### **Construction Requirements**

RFS shall be transported in a manner that prevents the release of fugitive dust and loss of material. Adequate measures shall be taken during construction operations to control fugitive dust from RFS. RFS shall not be applied when wind conditions result in problems in adjacent areas or result in a hazard to traffic on any adjacent roadway. The spreading of RFS shall be limited to an amount that shall be encased within the same workday. If weather causes stoppage of work or exposes the RFS to washing or blowing, additional RFS may be spread when the work resumes. Spraying with water, limewater, or other sealing type sprays will be considered to be acceptable methods for dust control.

When RFS is used as borrow or B borrow, the lift thickness and compaction of the materials shall be in accordance with 203.23. The dynamic cone penetrometer, DCP, criteria will be determined by a test section in accordance with ITM 514. The DCP testing will be performed in accordance with ITM 509. The moisture content shall be controlled in accordance with 203.23. The test section shall be constructed in the presence of a representative of the Department's Geotechnical Services Division. When RFS is used as B borrow, the DCP criteria for the granular soils shall be used in accordance with 203.23. Nuclear density testing of RFS will not be allowed.

When RFS is used in embankment construction, the sideslopes of the RFS shall be encased with 1 1/2 ft of non-RFS borrow materials. All RFS shall be encased with a minimum of 1 ft of non-RFS borrow materials prior to the completion of construction operations in a calendar year. The encasement materials shall be placed and compacted concurrently with the RFS lifts. Encasement materials not meeting the AASHTO M 145 Classifications of A-6 and A-7 shall be submitted to the Department's Geotechnical Services Division for approvals.

**Method of Measurement**

RFS applications will be measured in accordance with the respective uses for borrow or B borrow.

**Basis of Payment**

RFS will be paid for at the contract unit price in accordance with the respective uses for borrow or B borrow.

No payment will be made for the transportation, handling, or any special construction requirements such as alternative compaction means or encasement activities, when using RFS materials.

The cost of the use of water, limewater, sprays, or other activities necessary for dust control, shall be included in the cost of the respective pay item.

The cost of geotechnical testing for the use of RFS materials shall be included in the cost of the respective pay item.

**RECYCLED FOUNDRY SAND SOURCE QUALIFICATION CRITERIA**

The following procedures covers the requirements for Recycled Foundry Sand sources or otherwise prescribed subject matter to qualify, be added, maintained, and removed from a Department's QPL.

The procedures for qualification may involve hazardous materials, operations, and equipment. These procedures do not purport to address all of the safety problems associated with the use of the product. The source's responsibility is to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.

**General Requirements**

1. A source, requesting addition to the QPL, shall provide to the Division of Materials and Tests the following:
  - (a) Name and location of source or manufacturer
  - (b) List of material and specification reference for the material being requested for consideration
  - (c) Average monthly production of the material by size, type or grade
  - (d) Name, address, and phone number of responsible contact person
  - (e) Facility layout or production process of the material
  - (f) Quality parameters of the material
  - (g) Raw material sampling and testing frequency
  - (h) Procedures for conforming materials which provides a positive linkage between the furnished materials and the quality control test data
  - (i) Procedures for non-conforming materials
  - (j) Procedures for marking and tracking materials
  - (k) Procedures for documentation maintenance
  - (l) Finished material sampling and testing frequency
  - (m) Procedures for reviewing and updating the source operations
  - (n) Testing laboratory quality system
  - (o) Names, titles and qualifications of sampling and testing personnel
  - (p) Location and phone number of the laboratory testing office
  - (q) Sample management describing procedures for samples identification, maintenance of the samples prior to testing, sample retention and disposal of samples
  - (r) Testing report procedures
  - (s) Methods used to identify improper test results and procedures followed when testing deficiencies occur
  - (t) Statistical analysis of test results, and
  - (u) Maintenance of test records.

The application shall be signed and dated by the source's or manufacturer's representative at the time the application is submitted for acceptance. The application shall be maintained to reflect the current status and revisions shall be provided to the Department in writing.

2. Testing may be required which will be performed outside the Department's laboratories. A recognized laboratory shall be the following:

- (a) a State transportation agency testing laboratory,
- (b) a testing laboratory regularly inspected by the AASHTO re:source, or
- (c) a testing facility approved by the Department.

**Qualification Requirements**

In addition to the general requirements, the source shall also submit the following to the Division of Materials and Tests.

- (a) Name of Testing Facility
- (b) Dates samples were obtained
- (c) Dates samples were tested
- (d) Test method used for IDEM classification
- (e) Letter from IDEM indicating the waste classification of the materials
- (f) Test results for TCLP and neutral leachate
- (g) Stockpile sampling locations, including depths and available historical testing results
- (h) Gradation test results
- (i) Recycled Foundry Sand (RFS) Source Certification.

The Recycled Foundry Sand (RFS) source certification is included as Attachment A. A new approval submission shall be required when re-sampling is required in accordance with 329 IAC 10-9-4(e)(2). (In accordance with 329 IAC 10-9-4 (e)(2) for foundry waste, re-sampling is conducted: at two-year intervals whenever the process changes or according to a schedule for re-sampling by the IDEM Commissioner based on variability noted in previous sampling and other factors affecting the predictability of waste characteristics.)

When metal concentration of the Type III residual sand exceeds 80% of the allowable limits within IDEM classification, an indemnification clause is required. The "Recycled Foundry Sand (RFS) Indemnification Clause" is included as Attachment B.

**Maintaining Qualification**

Test reports shall be generated in accordance with specification requirements for the material and submitted monthly to the Division of Materials and Tests. If the material is not produced by the source in a given month, the monthly submittal shall state:

"No \_\_\_\_\_ was manufactured during \_\_\_\_\_.  
Material month/year

Samples of material may be obtained randomly for verification at the source or at the point of incorporation into the work in accordance with 106.02.

The source shall provide written notification of any changes, revisions or updates of their operations, source name or address, contact person or product name to the Division of Materials and Tests.

To maintain approval, a summary of new stockpile test results for the acceptance analysis shall be submitted monthly indicating testing every 2,000 t. Tested and approved RFS stockpiles shall be properly signed for easy identification. If no new stockpiles are created in a given month, a letter indicating, "no new RFS stockpiles for month/year were created" shall be submitted to the Division of Materials and Tests.

**Removal from QPL**

A source will be removed from the QPL for the following, but not limited to, reasons:

- (a) test failures determined by Department verification sampling,
- (b) monthly test reports not provided for three consecutive months,
- (c) test reports generated by the source which indicate non-compliance with specification requirements, or
- (d) performance of the product no longer meets the intended purpose.

**Attachment A****RECYCLED FOUNDRY SAND (RFS) SOURCE CERTIFICATION**

This is to certify recycled foundry sand (RFS) stockpiles geographically located as follows:

RFS \_\_\_\_\_  
\_\_\_\_\_

RFS was produced by the \_\_\_\_\_ Company located in \_\_\_\_\_ (City), and \_\_\_\_\_ (State) and was shipped for use on Indiana Department of Transportation projects is Type \_\_\_\_\_ (III or IV) material according to the IDEM's restricted waste criteria. If any metal concentration exceeds 80% of the allowable limits for a Type III material the foundry shall provide the Department with an acceptable indemnification clause. The \_\_\_\_\_ RFS source also agree that processes and stockpiles associated with the production of such RFS may be inspected and sampled at regular intervals by properly identified representatives of the Department or a duly assigned representative.

\_\_\_\_\_ (Date of Signing) \_\_\_\_\_ (RFS Producer)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Signature)

State of \_\_\_\_\_ SS: County of \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_

of the firm of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_

This certification has been reviewed and approved by:

\_\_\_\_\_ (INDOT Representative) \_\_\_\_\_ Date

**Attachment B****RECYCLED FOUNDRY SAND (RFS) INDEMNIFICATION CLAUSE**

RFS producer shall indemnify, defend, exculpate, and hold harmless the State of Indiana, its officials, and employees from any liability of the State of Indiana for loss, damage, injury, or other casualty of whatever kind or to whomever caused, arising out of or resulting from a violation of the federal or Indiana Occupational Safety and Health Acts (OSHA), the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other environmental law, regulation, ordinance, order or decree (collectively referred to hereinafter as "Environmental Laws"), as a result of the supply, testing, and application of residual sand or other materials supplied under this Contract by \_\_\_\_\_ source, whether due in whole or in part of the negligent acts or omissions of: (1) \_\_\_\_\_ Foundry, its agents, officers, or employees, or other persons engaged in the performance of the contract; or (2) the joint negligence of them and the State Of Indiana, its officials, agents, or employees.

This contract shall include, but not be limited to, indemnification from: (1) any environmental contamination liability due to the supply, testing, and application of residual sand in road base, embankments, or other projects designated by the Department as agreed to by the parties, and (2) any liability for the clean up or removal of residual sand, or materials incorporating such sand, pursuant to any Environmental Law.

The RFS producer also agrees to defend any such action on behalf of the State of Indiana, to pay all reasonable expenses and attorneys fees for such defense, and shall have the right to settle all such claims. Provided, however, that no liability shall arise for any such fees or expenses incurred prior to the time that \_\_\_\_\_ Foundry shall have first received actual and timely written notice of any claim against the State which is covered by this Indemnification Agreement. If timely written notice of any claim hereunder is not received by \_\_\_\_\_ Foundry, and \_\_\_\_\_ Foundry is thereby prejudiced in its ability to defend or indemnify, then to the extent of such prejudice, this Indemnification Agreement shall be void.

This Indemnification Agreement does not create any rights in any third party, and is solely for the benefit of the State of Indiana and its agents, officials, and employees.

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## 201-C-052 INITIAL PAYMENT FOR CLEARING RIGHT-OF-WAY

(Revised 08-18-22)

The Standard Specifications are revised as follows:

## SECTION 201, AFTER LINE 147, INSERT AS FOLLOWS:

*The initial payment for clearing right-of-way will be limited to the percentage of the original total bid shown on the Proposal Page of the Contract Information Book. If the contract lump sum price for clearing right-of-way is greater than the percentage shown of the original total bid, the amount over the percentage will be paid when the contract work is 50% complete, or when the clearing work is complete, whichever is later.*

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## 203-R-765 PROOFROLLING REQUIREMENTS

(Adopted 08-17-23)

The Standard Specifications are revised as follows:

## SECTION 203, BEGIN LINE 1268, DELETE AND INSERT AS FOLLOWS:

**203.26 Proofrolling**

When proofrolling is specified for a material, the work shall be performed with an on-highway dump truck with a minimum tire pressure of 90 psi. Drop axles, if equipped, shall be in the raised position. The operating speed of the dump truck shall not exceed 2 mph.

~~Proofrolling for original ground or embankment construction shall be performed using a dump truck weighing at least 15 t. Proofrolling for subgrade preparation shall be performed using a dump truck weighing at least 33 t. All proofrolled surfaces shall be covered completely with a single pass. Operating speed of the proofrolling truck shall not exceed 2 mph.~~

~~Deflections or rutting in excess of 1/2 in. shall require remediation of the surface as directed. Deflection or rutting in excess of 3 in. shall require corrective remediation measures and the Department's Geotechnical Engineering Division will be contacted. Proofrolling shall be performed after remediation measures on embankment or subgrade prior to the placement of additional material. There shall be one or two complete coverages as directed. Roller marks, irregularities, or failures shall be corrected. All materials in the area requiring proofrolling shall be traversed with as many passes as necessary to achieve coverage of the area. A pass will be defined as a single trip of the dump truck in one direction on the material surface area. Coverage will be defined as the entire width and length of the material surface area required to be proofrolled having been in contact with the pneumatic tires of the dump truck.~~

*The weight of the dump truck and measured deflection or rutting shall be as follows:*

<i>Material Requiring Proofrolling</i>	<i>Dump Truck Weight, minimum</i>	<i>Allowable Deflection or Rutting</i>
<i>Original ground or embankment foundation</i>	<i>15 t</i>	$\leq 1 \text{ in.}^*$
<i>Embankment construction, subgrade, or subbase</i>	<i>33 t</i>	$\leq 1/2 \text{ in.}$
<i>Cement stabilized subgrade soil in accordance with 219</i>	<i>33 t</i>	$\leq 1/4 \text{ in.}$
<i>* The Department's Geotechnical Engineering Division will be contacted for deflection or rutting greater than 5 in.</i>		

*When the measured deflection or rutting exceeds the allowable values for the respective material listed in the table above, the Contractor shall repair or remediate the material to bring it in compliance with the specifications. Upon completion of the remediation or repair of the material, proofrolling shall be performed again and deflections or rutting rechecked for compliance with the table above. This process shall be repeated until the measured deflection or rutting complies with the specification, prior to the placement of additional material.*

*Roller marks, irregularities, or failures shall be corrected prior to placement of subsequent work.*

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203-R-786 EXCAVATION AND EMBANKMENT

*(Adopted 10-19-23)*

The Standard Specifications are revised as follows:

SECTION 203, BEGIN LINE 761, INSERT AS FOLLOWS:

**203.18 Embankment Construction**

Embankment construction shall consist of constructing roadway embankments, including preparation of the areas upon which they are to be placed; the construction of dikes within or outside the right-of-way; the placing and compacting of approved material within roadway areas where unsuitable material has been removed; and the placing and compacting of embankment material in holes, pits, and other depressions within the roadway area. Only approved materials shall be used in the construction of embankment backfill. Recycled concrete pavement *processed into coarse aggregate* shall be from past documented Department projects. RAP shall be the product resulting from the cold milling or crushing of an existing HMA pavement. Rocks, broken concrete, RAP, or other solid materials shall not be placed in embankment areas where piling is to be placed or driven.

Recycled concrete pavement *processed into coarse aggregate* shall meet the gradation requirements of B borrow in accordance with 904.06. Construction requirements shall be in accordance with 203.20(a) or 211.03.

SECTION 203, BEGIN LINE 786, DELETE AND INSERT AS FOLLOWS:

Recycled concrete pavement *processed into coarse aggregate* and RAP shall not be mixed together or with other materials. When two or more approved materials are allowed for one embankment, materials shall be separated with a layer of geotextile in accordance with 918.02(c), Type 2A. Geotextile used between recycled material lifts shall be included in the cost of the embankment pay item.

Recycled concrete pavement *processed into coarse aggregate* or RAP shall only be used below the elevation of the pavement underdrains. Compacted lift thickness for RAP shall not be greater than 6 in. within the top 5 ft of the embankment. Where the depth of the embankment exceeds 5 ft, the compacted lift thickness for RAP shall not be greater than 12 in. Recycled concrete pavement *processed into coarse aggregate* and RAP shall not be used within 2 ft of the water table.

Recycled concrete pavement *processed into coarse aggregate* shall be constructed in accordance with 203.20. RAP shall be constructed in accordance with 203.23 or 203.24. Proofrolling in accordance with 203.26 shall be performed to cover the entire grade for every 5 ft of fill.

A geotextile in accordance with 918.02(c), Type 2B shall be placed in accordance with 214 prior to the placement of subgrade treatment Type IC, or Type II, or ~~Type IV~~ in accordance with 207 when recycled concrete pavement *processed into coarse aggregate* or RAP is used for embankment construction. Recycled concrete pavement *processed into coarse aggregate* or RAP shall not be used for embankment construction when subgrade Type I, Type IBC, or Type IBL is specified. Geotextile shall be placed completely covering the top of the embankment. A minimum 24 in. soil encasement shall be constructed concurrently with the recycled concrete pavement *processed into coarse aggregate* or RAP lift. The soil encasement shall be suitable for vegetation growth and shall be constructed in accordance with 203.09.

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#### 205-R-740 PUMP AROUND

*(Adopted 09-16-21)*

##### **Description**

This work shall consist of furnishing, installing, and maintaining a pump around in accordance with 105.03.

The pump around shall be part of the temporary stormwater control plan and shall be constructed with the other temporary stormwater control measures in accordance with 205.

**Materials**

Materials shall be in accordance with 205.02.

The pump around dikes shall be constructed of non-erodible materials. Sandbag dikes shall be covered with impervious plastic sheeting, placed on the open channel side of the dikes. Sheet piling shall be watertight. Pump around and dewatering hoses shall be made of impervious material.

**Construction Requirements**

The Contractor may use an alternate method for the channel work as shown on the plans, pending the approval of the Engineer. If an alternate method is proposed, the Contractor shall make the appropriate permit application or amendment.

Traversing the channel reach with equipment within the work area where no work is proposed shall be avoided. If equipment is required to traverse such a reach for access to another area, timber mats or similar measures shall be used to minimize disturbance to the channel. A temporary channel crossing shall be used only when necessary and as approved.

The stormwater control measures adjacent to the channel area shall be installed before construction on the pump around can begin. All work shall stay within the construction limits. Disturbance within that area shall be minimized.

Work shall not be conducted during rain events.

**Pump Around**

The pump around shall be in accordance with the following:

Dewatering of the channel shall be performed by using a mechanical pump. The intake suction hose shall be floated as long as possible to prevent the pump from pulling sediment from the bottom of the pooled area.

Sandbag dikes shall be installed at the upstream and downstream ends of the work area as shown in the details, and the channel flow shall be pumped around the work area. The pump shall discharge onto a stable velocity dissipater consisting of riprap or sandbags or other approved medium.

Water trapped within the work area shall be pumped to a sediment filtering measure such as a dewatering basin, filter bag, or other approved device. The sediment filtering measure shall be located such that the water drains back into a stabilized area and into the channel below the downstream dike.

**Dewatering Filter Bag**

A dewatering filter bag shall be securely connected to the end of the discharge hose.

The dewatering filter bag shall be a single-use or reusable type of bag and shall be constructed of non-woven, polypropylene geotextile material. The bag shall have the following minimum specifications:

Permittivity - 1.4 sec<sup>-1</sup>  
Grab Tensile - 205 lbs  
Weight - 8 oz/sq yd  
Apparent Opening Size - 80 US Sieve.

The dewatering filter bag shall be placed on a flat surface and on riprap or sandbags to help increase the flow through the dewatering bag and help dissipate the velocity.

Water shall be pumped from the channelized area at a rate not to exceed the maximum manufacturer's recommended flow rate of the dewatering filter bag.

Dewatering filter bags shall be placed in a location in which runoff from the bag will pass through additional sediment control measures prior to leaving the site.

Following the completion of the dewatering, the sediment accumulated within the dewatering filter bag shall be removed from the bag and placed in an upland area.

#### **Maintenance and Inspection**

The diversion measures shall be inspected within 24 hours of each rainfall event and at least once every seven calendar days. The sediment and debris from the channel or upstream clean water dike shall be removed. The dikes shall be repaired as needed. All outlets shall be checked and repaired as needed to prevent washouts. The dewatering filter bag shall be checked and cleaned.

#### **Removal**

Pump around shall be removed after construction in the main channel is complete and permanent stormwater control features have been established. Any areas disturbed by the pump around measures shall be returned to their original condition and re-vegetated as needed.

#### **Method of Measurement**

Pump around will be measured by the number of units installed, complete in place.

#### **Basis of Payment**

The acceptable quantities of pump around will be paid for at the contract unit price per each.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit Symbol</b>
Pump Around.....	EACH

The cost of furnishing all materials, equipment, labor, installation, maintenance, and removal required for dewatering and operation of the temporary pump around shall be included in the cost of pump around.

The cost of temporary channel crossings if required shall be included in the cost of the pump around.

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## 205-R-783 STORMWATER MANAGEMENT

*(Adopted 11-17-23)*

The Standard Specifications are revised as follows:

SECTION 205, BEGIN LINE 241, DELETE AS FOLLOWS:

**(g) Inspections**

Inspection shall be required on all work areas associated a CSGP. This shall include drainage areas within contract limits leading to BMPs, areas of land-disturbance, and areas with impacts or potential impacts to protected resources. For contracts that have multiple work sites, inspections shall only be required for areas operating under a CSGP or a waterway permit.

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## 207-R-781 SUBGRADE TREATMENT

*(Adopted 10-19-23)*

SECTION 207, BEGIN LINE 9, DELETE AND INSERT AS FOLLOWS:

**207.02 Materials**

Materials shall be in accordance with the following:

Coarse Aggregate, Class D or Higher,	
Size No. 5, 8, 43, 53, or 73 .....	904.03
Fly Ash, Class C.....	901.02
Geocell Confinement System.....	918.04
Geogrid, Type IB .....	918.05
Geotextile Properties for Pavement or	
Subgrade Stabilizations.....	918.02(c)
Geotextile .....	918.02
Lime .....	913.04(b)
Portland Cement, Type I .....	901.01(b)
Portland-Limestone Cement, Type IL .....	901.01(b)
Water .....	913.01

~~Air-cooled blast furnace slag shall not be used for subgrade treatment Type ID, Type IV, and Type IVA.~~

Soil Property	Test Method	Requirements
Dry Weight Organic Material	AASHTO T 267	$\leq 3\%$
Max Dry Density	AASHTO T 99	$\geq 100 \text{ pcf}$
Liquid Limit	AASHTO T 89	$\leq 50$
Soluble Sulfate	ITM 510	$\leq 1000 \text{ ppm}$

Notes:

Only soils meeting ~~these~~*the above* requirements will be allowed within the specified thickness of the subgrade treatment in cut sections.

Only soils meeting ~~these~~*the above* requirements will be allowed within 24 in. of the finished subgrade elevation in fill sections.

Recycled concrete pavement processed into *coarse aggregate-sized material, No. 53, and ACBF* shall not be used as coarse aggregate in ~~any~~ subgrade treatment ~~types~~*when an underdrain is specified*.

## CONSTRUCTION REQUIREMENTS

### 207.03 Construction Requirements

#### (a) Subgrade Construction Methods

The subgrade shall be constructed ~~uniformly~~ transversely across the width of the pavement including shoulders or curbs *in a uniform manner* unless shown otherwise on the plans, by one of the following methods:

1. chemical modification in accordance with 215,
2. aggregate No. 53 in accordance with 301, or
3. ~~geosynthetic in accordance with 214 placed under coarse aggregate in accordance with 301, or~~
43. soil compaction to 100% of maximum dry density.

~~Longitudinally, the treatment may vary depending on the method of construction.~~

#### (b) General Requirements

All rock greater than 3 in. shall be removed or broken off and placed at least 6 in. below the specified subgrade. Holes or depressions resulting from the removal of unsuitable material shall be filled with soils in accordance with 207.02, *structure backfill*, or B borrow and compacted in accordance with 203.23.

Coal within the specified thickness of the subgrade shall be excavated if directed, and disposed of in accordance with 202.02.

SECTION 207, BEGIN LINE 69, DELETE AND INSERT AS FOLLOWS:

~~Finishing within this tolerance by blading or other mechanical means without the use of side forms will be allowed. If these methods do not finish within this tolerance, side forms shall be used.~~

#### 207.04 Subgrade Treatment Types

The subgrade treatment type shall be as specified on the contract plans. If required, the subgrade foundation shall be corrected as directed by the Engineer prior to subgrade treatment.

Type	Subgrade Description
I	24 in. of soil compacted in accordance with 203.23
IA	<del>blank</del>
IBC	14 in. chemical soil modification using cement
IBL	14 in. chemical soil modification using lime
IC	12 in. coarse aggregate No. 53 in accordance with 301
ID	<del>12 in. coarse aggregate with Type 2B geotextile in accordance with 918.02(e)</del>
II	6 in. coarse aggregate No. 53 in accordance with 301
III	In-place compaction in accordance with 203.23
IV	<del>12 in. coarse aggregate No. 53 with Type IB geogrid in accordance with 214</del>
IVA	<del>12 in. coarse aggregate with geocell confinement system in accordance with 214</del>
V	3 in. of subgrade excavated and replaced with 3 in. coarse aggregate No. 53

~~Type ID subgrade treatment shall be constructed with 9 in. of coarse aggregate No. 53 over 3 in. of coarse aggregate No. 5 or No. 8. Geotextile Type 2B in accordance with 918.02(e) shall be placed above and below the layer of No. 5 or No. 8 coarse aggregate. Prior to placement of the 3 in. coarse aggregate No. 53 as part of the subgrade treatment Type V, the grade shall be proofrolled, and then the coarse aggregate shall be compacted to 100% prior to the placement of the pavement.~~

In areas where shallow utilities are encountered or chemical modification is not allowed, the Contractor may submit a request to the Engineer to substitute Type IC for Type IBC or Type IBL. *Oscillatory rollers in accordance with 409.03(d)5 shall be operated at locations indicated on the plans but the vertical impact force capability shall not be used.*

SECTION 207, BEGIN LINE 96, DELETE AND INSERT AS FOLLOWS:

In sections where rock, shale, sandstone or its mixtures are encountered, these materials shall be undercut 24/12 in. below the subgrade ~~elevation~~ surface and replaced with coarse aggregate No. 53 ~~or No. 73~~ and compacted in accordance with 301.06. ~~Geotextiles used shall be in accordance with 918.02. Type IBC and Type IBL will not be allowed when shallow rock is encountered within 12 in. from the bottom of the subgrade treatment. Type IC shall be used in areas where shallow rock is encountered.~~

All irregularities and holes shall be graded with either coarse aggregate No. 53 or No. 73. ~~If an aggregate base is part of the HMA pavement structure, the 24 in. excavation depth shall be reduced by the thickness of the aggregate base.~~

~~The 3 in. compacted aggregate as part of the subgrade treatment Type V shall be compacted to 100% prior to the placement of the pavement.~~

SECTION 207, BEGIN LINE 118, DELETE AND INSERT AS FOLLOWS:

~~Geosynthetic specified for use in addition to that required for the specified subgrade treatment will be measured in accordance with 214.05.~~

The undercutting of rock, where encountered, will be measured in accordance with 203.27(b).

Testing, sampling, *proofrolling*, coarse aggregates, chemicals for modification, water, *and* excavation, ~~geogrid, geotextile, and geocell confining system~~ for specified subgrade treatment types will not be measured.

SECTION 207, BEGIN LINE 143, DELETE AND INSERT AS FOLLOWS:

The cost of subgrade treatments including testing, sampling, *proofrolling*, coarse aggregates, chemicals for soil modification with cement or lime, water, *and* excavation, ~~geogrid, geotextile and geocell confinement system~~ for specified subgrade treatment types shall be included in the cost of the pay item.

The cost of excavation and grading of existing railroad ballast and railroad bed material shall be included in the cost of subgrade treatment, Type V.

~~Geosynthetic specified for use in addition to that required for the specified subgrade treatment will be paid for in accordance with 214.06.~~

SECTION 301, BEGIN LINE 15, DELETE AS FOLLOWS:

### **301.02 Materials**

Materials shall be in accordance with the following:

Coarse Aggregate, Class D or Higher .....	904.03
Geosynthetic Materials.....	918

~~ACBF shall not be used for subgrade treatment Type ID, Type IV, and Type IVA.~~

## 214-R-784 GEOSYNTHETICS

(Adopted 10-19-23)

The Standard Specifications are revised as follows:

SECTION 214, BEGIN LINE 33, DELETE AND INSERT AS FOLLOWS:

**(a) Geotextile as a Drainage Blanket**

Geotextile shall be stored in such a manner as to prevent exposure to direct sunlight and damage by other construction activities. Geotextile shall be placed taut and transversely after backfilling all wheel tracks. ~~Geotextile shall be overlapped by 3 ft and sewn in accordance with the manufacturer's guidelines.~~

Coarse aggregate No. 2 or No. 5 shall be placed as directed and encapsulated with geotextile. Coarse aggregate shall be placed by spreading dumped material over previously placed material with light equipment in such a manner as to prevent damage to the geotextile. Dumping of coarse aggregate will be allowed on the initial working platform. *Geotextile shall be overlapped by 3 ft and sewn in accordance with the manufacturer's guidelines.* The overlap shall be staggered throughout the roadway profile. Coarse aggregate shall be placed to the full required thickness and compacted before any loaded trucks are allowed on the blanket. *Coarse aggregate shall be covered with a layer of geotextile.* The drainage blanket shall have positive drainage.

SECTION 214, BEGIN LINE 54, INSERT AS FOLLOWS:

**(b) Geotextile Placement for Pavement, Subgrade, or Embankment**

The subgrade or embankment shall be proofrolled in accordance with 203.26 and any defect or rut shall be repaired as directed prior to the geotextile placement. Geotextile shall be placed taut, without wrinkles and stretched in tension. Coarse aggregate shall be placed with a minimum disturbance to grade. Any damage to geotextile shall be repaired in accordance with 214.03(a). The remaining grade shall be constructed in accordance with 203 and 207. *Geotextile shall be placed on top of the subgrade. Geotextile shall not be used directly below HMA.* Geotextile for pavement, subgrade, or embankment shall be in accordance with 918.02(c).

SECTION 214, BEGIN LINE 83, DELETE AND INSERT AS FOLLOWS:

When geogrid is specified for subgrade, proofrolling shall be performed in accordance with 203.26 prior to placing the geogrid. Deflection or rutting shall not exceed 1 in. Any defect shall be repaired as directed. *Geogrid shall be placed as directed. The first 6 in. of coarse aggregate No. 53 shall be spread 6 in. to 12 in. thick and compacted with a minimum 10/15 t roller in static mode. Spreading and compaction of the aggregate in accordance with 301 shall be performed so that the aggregate and geogrid are interlocked. The second 6 in. of coarse aggregate No. 53 shall be constructed in accordance with 301.*

SECTION 214, BEGIN LINE 113, DELETE AND INSERT AS FOLLOWS:

**(d) Geocell Confinement System**

The Contractor shall construct the grade in accordance with 203. A layer of geotextile shall be placed in accordance with 214.03(b) *when recommended* and shall be anchored at the roadway edge when widening or when intersecting an existing roadway. The geocell confinement system, GCS, shall be placed and anchored as shown on the plans, or as directed. The GCS shall be oriented with the smaller cell dimension perpendicular to the roadway. The Contractor shall ensure that the GCS is anchored vertically and the geocell shall be filled with a minimum of 4 in. of coarse aggregate No. 53 ~~or No. 73~~. On top of the GCS, 8 in. of No. 53 ~~or No. 73~~ shall be placed for a total aggregate thickness of 12 in. The aggregate shall be back dumped and compacted with a light roller in accordance with 301. No trucks or construction vehicles will be allowed on the GCS. A light tracked bulldozer or other equipment may be used as directed. The 6 in. lift above GCS shall be compacted with low frequency and amplitude, with a minimum of six passes. The remaining aggregate shall be placed and compacted lightly. Efforts shall be made to ensure that the geotextile and GCS are in tension.

The Contractor may propose an alternate means of providing a typical section for the GCS, and shall submit the proposal to the Engineer for review and approval. The proposal shall be certified by a professional engineer registered in the State of Indiana.

~~GCS shall be constructed in accordance with 207 and 214.~~

SECTION 214, BEGIN LINE 142, DELETE AND INSERT AS FOLLOWS:

**214.05 Method of Measurement**

Geotextile for pavement, subgrade, embankment, and moisture management will be measured by the square yard, for the type specified. Geotextile for coarse aggregate and drainage blankets will be measured in accordance with 301 and 616, respectively. Geogrid *for foundation, embankment, and subgrade* will be measured by the square yard, for the type specified. The quantity will be computed based on the total area of geosynthetics shown on the plans. The aggregate used for the embankment foundation improvement will be measured in accordance with 301.09. ~~The geogrid reinforced subgrade, GCS, and the excavation required to place the GCS will be measured in accordance with 207.05. GCS will be measured by the square yard. The aggregates used for GCS and the excavation required will be measured in accordance with 301.~~

**214.06 Basis of Payment**

The accepted quantity of geotextile will be paid for at the contract unit price per square yard per type of geotextile. Geotextile for subgrade and geotextile for embankment will be paid for as geotextile for pavement, for the type specified, at the contract unit price per square yard. The accepted quantities of geogrid will be paid for at the contract unit price per square yard per type of geogrid. The aggregates will be paid for in accordance with 301.10. ~~The geogrid reinforced subgrade will be paid for in accordance with 207.06. The accepted quantities of geocell will be paid for at the contract unit price per square yard.~~

SECTION 214, AFTER LINE 164, INSERT AS FOLLOWS:

*Geocell Confinement System.....SYS*

SECTION 214, BEGIN LINE 172, DELETE AND INSERT AS FOLLOWS:

The cost of furnishing the materials, manufacturer's representative, all labor and equipment required for furnishing and placing the geotextile, ~~or geogrid, or GCS~~, all work necessary to establish grades, geogrid splices, overlaps, stakes or pins, supplemental product test data, and patching or replacement of damaged geotextile or geogrid shall be included in the cost of this work.

The geocell confinement system, anchors, restraint clips, pins, *and* necessary incidentals required to provide a complete in place system, ~~and the Type 2B geotextile if required for the GCS~~, shall be included in the cost of ~~subgrade treatment in accordance with 207.06 GCS~~.

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400-R-780 MSCR BINDER SPECIFICATIONS

(Revised 05-17-24)

The Standard Specifications are revised as follows:

SECTION 401, BEGIN LINE 36, DELETE AND INSERT AS FOLLOWS:

**401.04 Design Mix Formula**

A DMF shall be prepared in accordance with 401.05 and submitted in a format acceptable to the Engineer one week prior to use. The DMF shall be based on the ESAL category identified in the pay item and shall state the mixture designation and maximum particle size in the mixture. No mixture shall be used until the DMF has been assigned a mixture number by the DTE. *The mixture number will be assigned for each calendar year. Assigning of a mixture number shall not in any way be construed as acceptance in conjunction with 401.19.*

The DMF shall state the binder content, the  $\Delta P_b$  as determined in accordance with ITM 591, and the MAF. The DMF shall state the source, type, and dosage rate of any stabilizing additives.

The ESAL category identified in the pay item correlates to the following ESAL ranges.

ESAL Category	ESAL
2*	< 3,000,000
3	3,000,000 to < 10,000,000
4*	$\geq 10,000,000$

\* A category 2 mixture shall replace a category 1 mixture and a category 4 mixture shall replace a category 5 mixture.

*A category 4 mixture meeting all the requirements of a category 3 mixture may be used in lieu of a category 3 mixture.*

The plant discharge temperature for any mixture shall not be more than 315°F whenever PG ~~64-2258S-28~~ or PG ~~70-2258H-28~~ binders are used or not more than 325°F whenever PG ~~76-2258E-28~~ binder is used. QC/QA HMA may be produced using a water-injection foaming device. The DMF shall list the minimum and maximum plant discharge temperatures as applicable to the mixture.

#### **401.05 Volumetric Mix Design**

The DMF shall be determined for each mixture from a volumetric mix design by a design laboratory selected from the ~~Department's list of Qualified~~ *QPL of HMA Mix Design Laboratories*. *A laboratory will be considered for inclusion on the QPL by following the procedure in ITM 574.* A volumetric mixture shall be designed in accordance with AASHTO R 35 and the respective AASHTO reference as listed below.

All loose mixtures shall be conditioned ~~for 4 h~~ in accordance with AASHTO R 30 prior to testing, *except as follows:*

- (a) *Mixtures shall be conditioned for 4 hours.*
- (b) *Dense graded mixtures shall be conditioned at 300  $\pm 5^{\circ}\text{F}$  and open graded mixtures shall be conditioned at 260  $\pm 5^{\circ}\text{F}$ .*

Steel furnace slag coarse aggregate, when used in an intermediate or base mixture application, shall have a deleterious content less than 4.0% as determined in accordance with ITM 219.

SECTION 401, BEGIN LINE 82, INSERT AS FOLLOWS:

Dust/Calculated Effective Binder Ratio *for dense graded mixtures* shall be 0.6 to 1.4. The Dust/Calculated Effective Binder Ratio for 4.75 mm mixtures shall be 1.0 to 2.0.

SECTION 401, BEGIN LINE 97, DELETE AND INSERT AS FOLLOWS:

The percent draindown of open graded mixtures shall not exceed 0.30% in accordance with AASHTO T 305. Open graded mixtures may incorporate recycled materials and fibers. The recycled materials shall be in accordance with 401.06. The fiber type and minimum dosage rate shall be in accordance with AASHTO M 325. The binder for open graded mixtures may have ~~the upper temperature classification reduced by 6°C from the specified binder grade~~ *a traffic loading designation of H* if fibers are incorporated into the mixture or if 3.0% ~~reclaimed asphalt shingles~~ *RAS* by weight of the total mixture is used.

SECTION 401, BEGIN LINE 114, DELETE AND INSERT AS FOLLOWS:

A PG binder grade or source change will not require a new mix design. If the ~~upper temperature classification~~ *traffic loading designation* of the PG binder is lower than the original PG grade, a new TSR value is required.

SECTION 401, AFTER LINE 173, INSERT AS FOLLOWS:

*If a pay item is designated as PG 58S-28 and a surface mixture, the binder grade used shall be PG 58H-28 when the Binder Replacement is less than or equal to 15.0%.*

## SECTION 401, BEGIN LINE 232, DELETE AND INSERT AS FOLLOWS:

The Engineer will randomly select the location within each subplot for sampling in accordance with ITM 802. The first 300 t of the first subplot of the first lot for each ~~mixture~~ original contract pay item *in a calendar year* will not be sampled. An acceptance sample will consist of plate samples obtained in accordance with ITM 802 and ITM 580. The Engineer will take immediate possession of the samples.

## SECTION 401, BEGIN LINE 404, DELETE AND INSERT AS FOLLOWS:

applicable portion of the mixture for each. The temperature of each mixture at the time of spreading shall be less than 315°F whenever PG ~~64-2258S-28~~ or PG ~~70-2258H-28~~ binders are used or not more than 325°F whenever PG ~~76-2258E-28~~ binder is used. No mixture shall be placed on a previously paved course that has not cooled to below 175°F. For mixtures compacted in accordance with 402.15, the temperature of each mixture at the time of spreading shall not be less than 245°F.

## SECTION 401, BEGIN LINE 1004, DELETE AND INSERT AS FOLLOWS:

QC/QA-HMA, 58, mm ....TON  
 (ESAL<sup>(1)</sup>) (PG<sup>(2)</sup>) (Course<sup>(3)</sup>) (Mix<sup>(4)</sup>)

<sup>(1)</sup> ESAL Category as defined in 401.04

<sup>(2)</sup> Number represents the high temperature binder grade. *Letter represents traffic loading designation.* Low temperature grades are - ~~2228~~

<sup>(3)</sup> Surface, Intermediate, or Base

<sup>(4)</sup> Mixture Designation

## SECTION 402, BEGIN LINE 36, DELETE AND INSERT AS FOLLOWS:

The DMF will be based on the ESAL and mixture designation as follows:

Mixture Type	Type B*	Type C	Type D
Design ESAL	< 3,000,000	3,000,000 to < 10,000,000	≥ 10,000,000
Surface	4.75 mm	4.75 mm	4.75 mm
	9.5 mm	9.5 mm	9.5 mm
	12.5 mm	12.5 mm	12.5 mm
Surface – PG Binder	<del>64-2258S-28</del>	<del>70-2258H-28</del>	<del>70-2258E-28</del>
Intermediate	9.5 mm	9.5 mm	9.5 mm
	12.5 mm	12.5 mm	12.5 mm
	19.0 mm	19.0 mm	19.0 mm
	25.0 mm	25.0 mm	25.0 mm
Intermediate – PG Binder	<del>64-2258S-28</del>	<del>64-2258H-28</del>	<del>70-2258E-28</del>
Base	19.0 mm	19.0 mm	19.0 mm
	25.0 mm	25.0 mm	25.0 mm
Base – PG Binder	<del>64-2258S-28</del>	<del>64-2258S-28</del>	<del>64-2258S-28</del>
*A Type B mixture shall replace a Type A mixture.			

A Type C mixture may be used in lieu of a Type B mixture. A Type D mixture may be used in lieu of a Type C or a Type B mixture.

Surface 4.75 mm mixtures shall not be used when the required lay rate shown on the plans is greater than 100 lb/sq yd. Surface 12.5 mm mixtures shall not be used when the required lay rate shown on the plans is less than 195 lb/sq yd.

The plant discharge temperature for any mixture shall not be more than 315°F whenever PG ~~64-2258S-28~~ or PG ~~70-2258H-28~~ binders are used *or not more than 325°F whenever 58E-28 binder is used*. HMA may be produced using a water-injection foaming device. The DMF shall list the minimum and maximum plant discharge temperatures as applicable to the mixture.

SECTION 402, BEGIN LINE 180, DELETE AND INSERT AS FOLLOWS:

The temperature of each mixture at the time of spreading shall be less than 315°F whenever ~~64-2258S-28~~ or PG ~~70-2258H-28~~ binders are used *or not more than 325°F whenever 58E-28 binder is used*. The temperature of each mixture at the time of spreading shall not be less than 245°F. No mixture shall be placed on a previously paved course that has not cooled to less than 175°F.

SECTION 406, BEGIN LINE 9, DELETE AND INSERT AS FOLLOWS:

#### **406.02 Materials**

The type and grade of asphalt material shall be in accordance with the following:

Asphalt Emulsion, SS-1h, AE-NT .....	902.01(b)
PG Asphalt Binder, PG <del>64-2258S-28</del> .....	902.01(a)

SECTION 408, BEGIN LINE 12, DELETE AND INSERT AS FOLLOWS:

#### **408.02 Materials**

Materials shall be in accordance with the following:

Asphalt Binder, PG <del>64-2258S-28*</del> .....	902.01(a)
Asphalt Emulsion for Crack Filling, AE-90S .....	902.01(b)
Fine Aggregates, No. 23 or No. 24 .....	904.02
Joint Sealing Materials .....	906.02(a)2

\* A PG ~~64-2258S-28~~ asphalt binder shall be used to fill cracks on a surface that is milled in accordance with 306, and polypropylene fibers shall be used only in conjunction with warranted micro-surfacing.

SECTION 902, BEGIN LINE 3, DELETE AND INSERT AS FOLLOWS:

#### **902.01 Asphalt**

Asphalt is defined as a cementitious material obtained from petroleum processes. Asphalts shall be sampled and tested in accordance with the applicable requirements of 902.02.

**(a) Performance Graded Asphalt Binders**

Performance graded asphalt PG binders shall be from a supplier on the QPL of Performance-Graded Asphalt Binder Suppliers. A PG binder will be considered for inclusion on the QPL by following ITM 581.

Performance graded, PG asphalt binders shall be in accordance with the following:

GRADE	58-28	64-22	64-28	70-22	70-28	76-22
<b>ORIGINAL BINDER</b>						
Flash Point, minimum, °C	230					
Viscosity, maximum, 3 Pa·s, Test Temp, °C	135					
DSR, G*/sin δ (delta), minimum, 1.00 kPa, Test Temp. @ 10 rad/s, °C	58	64	64	70	70	76
<b>ROLLING THIN FILM OVEN RESIDUE</b>						
Mass Loss, maximum, %	1.00					
DSR, G*/sin δ (delta), minimum, 2.20 kPa, Test Temp. @ 10 rad/s, °C	58	64	64	70	70	76
<b>PRESSURE AGING VESSEL (PAV) RESIDUE</b>						
PAV Aging Temperature, °C	100 (Note 1)					
DSR, G*/sin δ (delta), maximum, 5,000 kPa, Test Temp. @ 10 rad/s, °C (Note 3)	49	25	22	28	25	31
Physical Hardening	Report (Note 2)					
Creep Stiffness, S, maximum, 300 MPa, m value, minimum, 0.300, Test Temp. @ 60 s, °C	-18	-12	-18	-12	-18	-12
<p>Notes:</p> <ol style="list-style-type: none"> <li>1. Oven temperature tolerance shall be <math>\pm 0.5^{\circ}\text{C}</math>.</li> <li>2. Physical Hardening is performed on a set of asphalt beams according to AASHTO T 313, Section 12.1, except the conditioning time is extended to 24 h <math>\pm 10</math> minutes at <math>10^{\circ}\text{C}</math> above the minimum performance temperature. The 24 h stiffness and m value are reported for information purposes only.</li> <li>3. Binders that have a G*/sin δ (delta) of 5,001 to 6,000 Kpa will be considered acceptable if the phase angle is 42 degrees or greater.</li> </ol>						

A PG 58-28 or PG 64-22 binder may be modified by in line blending with styrene butadiene rubber, SBR, polymer latex at the HMA plant in accordance with ITM 581. A PG 58-28 may be modified to a PG 64-28 and a PG 64-22 may be modified to a PG 70-22. A Type A certification in accordance with 916 shall be provided for SBR polymer latex. The results of the following shall be shown on the certification.

Property	Requirements
Total Polymer Solids, % by weight	60-72
Butadiene, % by weight, min.	68
Residual Styrene, % by weight, max.	0.1
Ash, % of total polymer solids by weight, max.	3.5
pH	9-11
Viscosity, Brookfield model RVF, Spindle No. 2 @ 20 rpm @ $25^{\circ}\text{C}$ , max.	2,000

~~The minimum SBR polymer latex content shall be 2.5 %. The SBR polymer latex content may be reduced below the minimum content provided, if the following requirements are met:~~

- ~~1. An AASHTO accredited laboratory shall blend the PG binder and SBR polymer latex at the proposed SBR polymer latex content and test and grade the modified PG binder in accordance with AASHTO M 320.~~
- ~~2. The laboratory test results verifying the blend and compliance with 902.01(a) shall be submitted to the Engineer for approval.~~
- ~~3. The source of the PG Binder or SBR polymer latex shall not be changed.~~

*PG binders shall be in accordance with AASHTO M 332 and in accordance with the elastic response requirements in AASHTO R 92.*

### **1. Sampling**

An acceptance sample and backup sample shall be taken from the asphalt delivery system at the HMA plant. A copy of a load ticket identifying the binder source shall be submitted with the samples. The Engineer will take immediate possession of the samples.

### **2. PG Binder Testing**

The Department will perform complete testing in accordance with AASHTO M 332. Complete PG binder testing will consist of RTFO DSR and PAV BBR testing. *Elastic response in accordance with AASHTO R 92 will also be reported.* Rotational viscosity and flashpoint tests are not required. If the material is not in accordance with the specifications, the material will represent one week of HMA production and be adjudicated as a failed material in accordance with 105.03.

### **3. Appeals**

~~If the Contractor does not agree with the acceptance test results, a request may be made in writing for additional testing. The appeal shall be submitted within 15 calendar days of receipt of the Department's written results. The basis of the appeal shall include complete AASHTO M 320 test results.~~

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502-R-761 PORTLAND CEMENT CONCRETE PAVEMENT, PCCP

*(Adopted 07-20-23)*

The Standard Specifications are revised as follows:

SECTION 502, BEGIN LINE 114, DELETE AS FOLLOWS:

~~^ Beams shall be standard cured in a water tank in accordance with AASHTO T 23 and 505.01(a). The water does not need to be saturated with calcium hydroxide. Minimum flexural strength for opening to traffic shall be in accordance with 506.12.~~

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## 506-R-762 PCCP PATCHING

(Revised 10-19-23)

The Standard Specifications are revised as follows:

SECTION 506, BEGIN LINE 274, DELETE AND INSERT AS FOLLOWS:

**506.05 Trial Batch**

A trial batch shall be produced and tested by the Contractor's *ACI-eCertified Concrete Field Testing Technician, Grade I*, to verify that the CMDS is in accordance with the concrete mix criteria. Concrete produced at a plant shall be batched within the proportioning tolerances of 502.10. An ~~American Concrete Institute~~ *ACI-eCertified eConcrete Field Testing Technician, Grade I*, shall be on site to direct all sampling and testing. The trial batch shall be produced at the plant prior to production.

SECTION 506, BEGIN LINE 317, DELETE AND INSERT AS FOLLOWS:

**(a) Beams for Validation of CMDP**

At least one set, consisting of ~~three~~ two beams per set, will be made once per every 150 cu yds of concrete placed and tested for compliance with either the 3-day or 7-day flexural strength requirements in accordance with 506.04(b) or 502.04(a) respectively, for the purpose of CMDP validation. Air content and relative yield will be measured on each sample of concrete from which beams are made.

SECTION 506, BEGIN LINE 581, DELETE AS FOLLOWS:

**(b) For Patches Greater than 15 ft in Length**

Traffic shall not be allowed on the PCCP until a modulus of rupture of 425 psi from flexural strength testing *in accordance with the appropriate value in the table below* is achieved. The modulus of rupture will be determined by averaging two beams.

<i>Concrete Mix in accordance with:</i>	<i>Minimum Modulus of Rupture, psi</i>
502.04(a)	550
506.04(b)	425

## 610-R-788 APPROACHES AND CROSSOVERS

(Adopted 02-15-24)

SECTION 610, BEGIN LINE 12, DELETE AND INSERT AS FOLLOWS:

**610.02 Materials**

Materials shall be in accordance with the following:

Aggregate Base .....	301.02
Geogrid, Type IB .....	918.05
HMA .....	402.03

PCCP.....	502.02
Prime Coat.....	405.02
Seal Coat .....	404
Subbase .....	302.02
Tack Coat .....	406.02

*Concrete shall be in accordance with 502 except the minimum modulus of rupture shall be 550 psi at 28 days.*

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## 619-B-321 BRIDGE PAINTING

*(Revised 01-18-24)*

The Standard Specifications are revised as follows:

SECTION 101, BEGIN LINE 544, INSERT AS FOLLOWS:

**101.76 Wastewater**

Water containing waste residue from paint, *coatings*, form release oils, curing compounds and other construction debris, as well as soaps, detergents or solvents used in vehicle, equipment and structure washing, or other material defined as illicit discharge in accordance with the Indiana Municipal Storm Sewer General Permit, MS4GP. This includes untreated sediment-laden stormwater and wastewater associated with liquid waste from concrete, grout, mortar, stucco, and other similar construction materials resulting from concrete washout, hydrodemolition, saw cutting, coring, or dewatering operations contaminated by concrete pours or similar activities.

SECTION 104, BEGIN LINE 383, INSERT AS FOLLOWS:

**104.06 Removal and Disposal of Regulated Materials**

The removal, testing, transportation, or disposal of regulated materials, except for paint and *coating* removal and disposal operations described in 619, shall be in accordance with the requirements included herein and the applicable Federal, State, and local laws, regulations, and rules. These include, but will not be limited to, the requirements of the Federal Toxic Substances Control Act, the Federal Resource Conservation Recovery Act, the Federal Comprehensive Environmental Response Compensation Liability Act, OSHA, IDEM, and State rules requiring certification of underground storage tank removal firms.

SECTION 202, BEGIN LINE 22, INSERT AS FOLLOWS:

Materials not designated by the Department as salvageable and removed from the construction site shall become the property of the Contractor and shall be disposed of in accordance with 203.08. Regulated materials shall be disposed of in accordance with 104.06. Bridge painting and *coating* debris shall be disposed of in accordance with 619.

SECTION 203, BEGIN LINE 65, INSERT AS FOLLOWS:

Disposal of material, other than regulated material and bridge painting debris, from within the right-of-way shall only be allowed at accepted locations. Disposal of regulated material shall be in accordance with 104.06. Disposal of bridge painting *and coating* debris shall be in accordance with 619.

SECTION 604, AFTER LINE 19, INSERT AS FOLLOWS:

*Structural Steel Coating System.....909.03*

Hand railing shall be aluminum pipe in accordance with ASTM B221, alloy 6063, temper T52, or galvanized steel pipe in accordance with ASTM A53, grade B, all as specified. *Railing designated to be painted shall be coated with the structural steel coating system with the exception that the epoxy intermediate coat will not be required.*

SECTION 604, BEGIN LINE 251, DELETE AND INSERT AS FOLLOWS:

~~Steel pipe railing not designated to be painted shall be galvanized after fabrication and prior to installation. Railing designated to be painted shall receive one shop coat of paint after fabrication and two field coats after installation. The type and color of paint shall be as specified on the plans. Cleaning and painting shall be in accordance with 619. The surface of galvanized steel railing designated on the plans to be painted with a coating shall be prepared using a light brush-off blast cleaning in accordance with SSPC-SP16. The resulting surface profile shall be 15 to 30 microns in accordance with ASTM D4417. Primer in accordance with 909.02(a)1 shall then be shop-applied prior to delivery to the jobsite. The polyurethane finish coat shall be in accordance with 909.02(c) and shall be applied after the railing installation. The color of the dry film of the finish coat shall be as shown on the plans. Applying coatings shall be in accordance with the applicable portions of 619.~~

SECTION 604, BEGIN LINE 344, DELETE AND INSERT AS FOLLOWS:

The cost of aluminum impregnated caulking compound and the ~~painting~~*coating* of steel hand railing shall be included in the cost of the handrail.

SECTION 619, BEGIN LINE 1, DELETE AND INSERT AS FOLLOWS:

## **SECTION 619 – PAINTING COATING BRIDGE STEEL**

### **619.01 Description**

This work shall consist of preparing surfaces, disposing of waste, and applying ~~a paint or another~~ coating to steel bridges, steel piling, bearing assemblies, or other steel items in accordance with 105.03.

## ***MATERIALS***

### **619.02 Materials**

Materials shall be in accordance with the following:

Epoxy Intermediate <i>PaintCoat</i> .....	909.02(b)
Finish Coat for Weathering Steel.....	909.02(e)
Multi-Component Inorganic Zinc Silicate Primer .....	909.02(a)1
Organic Zinc Primer.....	909.02(a)2
Polyurethane Finish Coat .....	909.02(c)
Structural Steel Coating Systems.....	909.03
Waterborne Finish <i>PaintCoat</i> .....	909.02(d)

Safety data sheets shall be provided in the QCP for all materials to be delivered to the project site.

Caulk used to form the drip bead on weathering steel shall be a clear, 100% silicone caulk.

Caulk used on joints of lapping members shall be compatible with either the structural steel *paintcoating* system or the partial *paintcoating* system, and in accordance with the *paintcoating* manufacturer's recommendations.

SECTION 619, BEGIN LINE 39, DELETE AND INSERT AS FOLLOWS:

Cleaning and *painting* *applying a coating* shall be done by a Contractor certified as SSPC-QP 2 ~~for cleaning and painting existing bridge steel~~ on steel structures shown in the contract documents as being built before 1995. Cleaning and *painting* *applying a coating* shall be ~~done~~ *performed* by a Contractor that, at a minimum, is certified as SSPC-QP 1 ~~for cleaning and painting new bridge steel or for cleaning and painting existing bridge steel~~ on steel structures shown in the contract documents as being built after 1994.

SECTION 619, BEGIN LINE 80, DELETE AND INSERT AS FOLLOWS:

#### **(b) Acceptance Testing**

Acceptance testing ~~of painting~~ *for the coating of* steel bridges ~~work~~ will be in accordance with ITM 803. The results of the acceptance testing will be compared to the specific requirements for that phase of work. The Contractor shall not proceed to the next phase of work until written approval has been received from the Engineer that the current phase is accepted.

### **619.04 Prosecution of Work**

Prosecution of work shall be in accordance with the applicable requirements of 108.04. Once the cleaning and *painting* *coating* operations have begun, it shall be performed on all work days without stoppage until all work has been completed. If the contract contains more than one bridge, a schedule shall be included in the QCP which provides the sequence of work on the bridges. Once work has begun on a bridge, it shall be performed until complete, including all cleanup. When cleaning and *painting* *coating* beam ends for encasement in concrete is specified, that work may be performed as a separate operation.

SECTION 619, BEGIN LINE 113, DELETE AND INSERT AS FOLLOWS:

### **619.06 Maintaining Traffic**

The ~~t~~Traffic lanes may be restricted when surface preparation or ~~paint~~*coating* phases are being performed on a portion of the bridge over the traveled roadway, or as directed, when the need exists.

SECTION 619, BEGIN LINE 130, DELETE AND INSERT AS FOLLOWS:

### **619.07 Safety and Environmental Requirements**

Safety requirements, pollution control, and disposal of existing ~~paint~~*coating* waste and debris shall be in accordance with the following requirements.

SECTION 619, BEGIN LINE 170, DELETE AND INSERT AS FOLLOWS:

#### **a. Containment for Structures Built Before 1995**

For structures shown in the contract documents as being built before 1995, the Contractor shall provide a containment system in order to contain all blasting materials, scrapings, wire brushings, and ~~paint~~*coating* particles in accordance with SSPC-Guide 6, Class 2A or greater with method A, level 1 emission control capability. The Contractor shall take samples and monitor the work environment in accordance with IOSHA requirements and shall provide personal protective equipment appropriate to the conditions present within the work environment.

#### **b. Containment for Structures Built After 1994**

For structures shown in the contract documents as being built after 1994, the Contractor shall provide a containment system in order to contain all blasting materials, scrapings, wire brushings, and ~~paint~~*coating* particles in accordance with SSPC-Guide 6, Class 2A or greater with method A, level 3 emission control capability. The Contractor shall take samples and monitor the work environment in accordance with IOSHA requirements and shall provide personal protective equipment appropriate to the conditions present within the work environment.

Regardless of the level of containment as listed above, if a spill, as defined in IDEM Regulation 327 IAC 2-6.1 does occur, all work shall stop and immediate action shall be taken to clean up the site. Spills of material, that enter or threaten to enter the water, shall be handled in accordance with IDEM Regulation 327 IAC 2-6.1. The IDEM Emergency Response Branch, the local health department, and all water intake users within 500 ft of the bridge shall be immediately contacted and advised of the spill. Written documentation of all such contacts and actions shall be kept. All applicable Federal, State, and local rules and regulations described in 619.07(b)2b(1) shall be observed.

SECTION 619, BEGIN LINE 240, DELETE AND INSERT AS FOLLOWS:

#### **b. Waste Disposal**

Regardless of the waste characterization obtained from the waste stream sample, disposal of existing ~~paint~~*coating* and debris shall be in accordance with SSPC-Guide 7 and the following requirements.

**(1) Laws to be Observed**

Federal and State laws and regulations regulate the disposal of bridge ~~paintcoating~~ debris. Bridge ~~paintcoating~~ debris shall be manifested or certified and shall be disposed of at an appropriate disposal facility.

SECTION 619, BEGIN LINE 275, DELETE AND INSERT AS FOLLOWS:

**(3) Marking of Spent Material Containers**

Spent material containers shall be marked with the date that waste is first placed in the container. Until laboratory results described in 619.07(b)2a are received concerning the category of the waste stream, the containers shall be labeled "LEAD PAINTCOATING WASTE DEBRIS" or "ZINC PAINTCOATING WASTE DEBRIS", as appropriate. The labeling shall include the contract number, bridge number, sample number, and sample date. Labeling of containers as hazardous waste will not be required until the appropriate laboratory analysis determines the waste stream to be hazardous in accordance with the current RCRA hazardous waste definitions. Immediately upon notice that the waste is hazardous, the containers shall be marked in accordance with 49 CFR 172, Subpart D.

**(4) Instruction for Disposal of PaintCoating Waste**

If the waste stream is found to be hazardous, the Engineer will obtain an EPA identification number from IDEM. This number will be provided to the Contractor within 30 days of the start of waste generation for bridges having hazardous waste ~~paintcoating~~ debris. The waste from different bridges shall not be commingled. The Contractor shall be responsible for:

SECTION 619, BEGIN LINE 325, DELETE AND INSERT AS FOLLOWS:

**(5) Instructions for Disposal of Other Project Generated Waste**

Other wastes that may be generated on the project include, but are not limited to, spent solvents from cleaning of equipment and empty or partially empty containers of ~~paintcoating~~, paint thinners, spent abrasives, and solvents. The Contractor shall recycle or dispose of all project generated waste materials.

SECTION 619, BEGIN LINE 349, DELETE AND INSERT AS FOLLOWS:

- (2) sections of beams or other structural members less than 180 sq ft of total area to be ~~paintedcoated~~ for the contract where heat-straightening or similar repairs have taken place.

Surfaces to be ~~paintedcoated~~ shall be cleaned in accordance with the SSPC classification, unless otherwise specified. Compressed air shall pass through an oil and water extractor before entering another apparatus.

Solvent cleaning in accordance with 619.08(a) shall be performed to remove all oils, soluble salts, visible grease, and any other surface contaminants before all other cleaning methods are started.

Field cleaned steel surfaces shall ~~be primed~~ receive a coat of primer the same day as cleaned, except for areas requiring a second abrasive blast cleaning. Those areas shall ~~be primed~~ receive a coat of primer the same day as the second cleaning. If rust forms after cleaning, the surface shall be cleaned again before ~~painting~~ coating. Work shall be stopped when there is disagreement about whether a surface has been adequately cleaned. Written notification shall be provided specifically identifying the problem.

Cleaning shall be scheduled so that dust or other contaminants do not fall on wet, newly ~~painted~~ coated surfaces.

A dust collector suitable for the containment type and size shall be used during all blast cleaning operations in preparation for all structural steel ~~paint~~ coating systems and as directed for a partial ~~paint~~ coating system.

On existing bridges when abrasive blast cleaning is used, clean dry media in accordance with SSPC-AB 1 or SSPC-AB 3 shall be used. The media shall produce a profile that is free of oil, soluble salts, greases, and other similar substances which can contaminate the blasted surface. If ferrous metallic media is chosen and the Contractor elects to recycle the media by running the media through recycling equipment, the recycling equipment shall be capable of separating the blasting media from the ~~paint~~ coating debris and the cleanliness of the recycled ferrous metallic media shall be in accordance with SSPC-AB 2.

SECTION 619, BEGIN LINE 436, DELETE AND INSERT AS FOLLOWS:

#### **619.09 PaintCoating Systems**

~~Paint systems~~ Every component of a coating system shall be from the same manufacturer and shall be compatible with each other. Coatings shall be applied in accordance with the manufacturer's recommendations. The dry film thickness of a ~~paint~~ coating will be measured with a calibrated film thickness gauge in accordance with SSPC PA 2. All ~~paint~~ coatings shall have a dry film thickness not less than 80% of the required dry film thickness.

##### **(a) Structural Steel PaintCoating System**

The coating system shall consist of an inorganic zinc primer with a dry film thickness of 3 mil, an epoxy intermediate coat with a dry film thickness of 4 mil, and a polyurethane finish coat with a dry film thickness of 3 mil for the ~~painting~~ coating of steel bridges and other structural steel.

##### **(b) Partial PaintCoating System**

The coating system shall consist of an organic zinc primer with a dry film thickness of 3 mil and a ~~finish coat with a dry film thickness of 3 mil~~. The finish coat shall be either a waterborne finish coat ~~with a dry film thickness of 3 mil~~ or a polyurethane finish coat for partial ~~painting~~ coating of steel bridges and other structural steel within the limits shown on the plans.

#### **619.10 PaintingCoating**

~~Painting~~ The application of all coatings shall be performed by a SSPC certified contractor, except as noted in 619.08.

Concrete at all junction points of concrete and steel shall be adequately shielded or otherwise protected so the application of ~~paint~~*the coating* on steel is full and complete, and that ~~spraying overspray or spatter onto the nearby~~ concrete or other surfaces is minimized.

If a blasted or ~~painted~~*coated* surface is unsatisfactory, removal of the ~~paint~~*coating*, a thorough cleaning of the surface, and ~~repainting~~*recoating* or other correction will be required as directed. Where defects or damages occur in a film of any coating, all defective areas shall be removed to soundly bonded ~~paint~~*coating* or bare steel and ~~painted~~*recoated* to the specified thickness.

No lettering shall be ~~painted~~*marked* on bare or ~~painted~~*coated* steel surfaces, except marks required for erection and project information stenciled in accordance with 619.10(g).

Joints of all lapping members shall be caulked after either the application of the epoxy intermediate coat of the structural steel ~~paint~~*coating* system or the application of the organic zinc primer of the partial ~~paint~~*coating* system. The intermediate *coat* or primer ~~coat~~ shall be cured to the manufacturer's recommended coating cure time prior to caulking.

SECTION 619, BEGIN LINE 486, DELETE AND INSERT AS FOLLOWS:

**(a) Weather Limitations**

~~Field painting~~ *will coating* shall not be allowed *performed* between November 15 and the following April 1 unless ~~different date ranges are requested in the QCP and approved in writing~~ *the Contractor requests to work during this period, provides an amended QCP, and written approval is received from the Engineer.*

~~Paint~~*Coating* application shall begin only when the 24 h ambient temperature is to remain above 50°F after ~~paint~~ application, and the steel surface temperature is between 50°F and 100°F unless different temperature ranges are requested in the QCP and approved in writing. Coating, ~~painting~~, and curing shall be done only when the relative humidity is to remain between 30% and 80%. The pot life and induction time shall be in accordance with the manufacturer's recommendations for the existing temperature and humidity.

~~Paint~~*A coating* shall not be applied when the air is misty, or when conditions are otherwise unsuitable. The surface temperature of the steel to be ~~painted~~*coated* shall not be within 5°F of the dew point. When ~~painting~~*coating* in a protected area to eliminate the above conditions, the steel shall remain under cover until the ~~paint~~*coating* is dry. All wet ~~paint~~*or uncured coating* which has been exposed to excessive humidity, rain, snow, or condensation shall be allowed to dry *or cure*. Damaged ~~paint~~*coating* shall then be removed. The surface shall be re-cleaned and ~~repainted~~*recoated* as directed. The Engineer will be the sole authority to decide when work may begin or shall stop due to weather conditions.

**(b) Storage**

~~Paint~~*All coatings* shall be stored in accordance with the manufacturer's recommendations. If ~~paint~~*a coating* is allowed to remain in storage, the containers shall be turned end for end at least once per week. The ~~paint~~*coating* shall be used within the manufacturer's recommended shelf life.

**(c) Mixing**

~~Paint~~ All coatings shall be thoroughly mixed so that the pigment is completely in suspension and the consistency is uniform. Mechanical mixers shall be used in accordance with the manufacturer's instructions. The ~~paint~~ coating shall remain in this condition during application to the steel surface. After initial mixing and before application, *inorganic and organic* zinc primer shall be strained through a metal screen not coarser than the No. 30 (600  $\mu\text{m}$ ) sieve.

Partially empty containers of ~~paint~~ a coating shall not be used. Partial mixing of containers ~~will~~ shall not be ~~allowed~~ done. All ~~paint~~ containers of a coating shall remain closed until needed for mixing.

**(d) Thinning**

When required for proper application, the ~~thinning of field paint~~ *addition of a thinner to a coating* will be allowed. Only thinners recommended by the manufacturer and as approved shall be used. Thinners shall be added to ~~paint~~ a coating in accordance with the manufacturer's recommendations. The maximum quantity added shall not exceed the manufacturer's recommendations. The thinned ~~paint~~ coating shall not exceed IDEM regulations for volatile organic compounds.

The Contractor shall contact IDEM and the local air pollution control board for information about any volatile organic compound regulations or restrictions.

**(e) Application of ~~Paint~~ Coatings**

All ~~paint~~ coatings shall be of colors to produce a distinct contrast with adjacent coatings, including the color of a clean steel surface.

~~Paint~~ Coatings shall be applied by either an airless or conventional spray method which has been recommended by the ~~paint~~ coating manufacturer. ~~The~~ Compressed air used for ~~painting~~ the application of a coating shall pass through an oil and water extractor before ~~entering~~ the ~~paint~~ meeting the coating in the pot. However, areas to be ~~painted~~ coated which are inaccessible to spray application or areas requiring touchup may be ~~painted~~ coated with brush or daubers. Epoxy intermediate coatings and polyurethane finish ~~paints~~ coatings may also be applied by brushes or rollers provided the coating cures to a smooth and uniform finish. Spray shall be adjusted to produce a uniform coating.

**1. Stripe Coat**

If using the structural steel ~~paint~~ coating system in accordance with 619.09(a), a stripe coat in accordance with SSPC-PA Guide 11 shall be applied. All sharp edges, welds, outside corners, bolt heads, nuts, threads, crevices, plate seams, back-to-back angle seams, pitted steel, rivet heads, and other sharp discontinuities shall be striped on the second and third coats, and then ~~repainted~~ recoated with the remaining steel surfaces. Striping shall extend at least 1 in. from edges. If specified, the stripe coat shall be allowed to dry to the manufacturer's recommended recoat dry time prior to ~~painting~~ applying the second and third coats on the remaining steel surfaces.

If using the partial ~~paintcoating~~ system in accordance with 619.09(b), a stripe coat in accordance with SSPC-PA Guide 11 shall be applied. All sharp edges, welds, outside corners, bolt heads, nuts, threads, crevices, plate seams, back-to-back angle seams, pitted steel, rivet heads, and other sharp discontinuities shall be striped on each of the *two* coats, and then ~~repainted~~recoated with the remaining steel surfaces. Striping shall extend at least 1 in. from edges. If specified, the stripe coat shall be allowed to dry to the manufacturer's recommended recoat dry time prior to ~~painting~~coating the remaining steel surfaces. ~~Painting~~Coating application techniques shall minimize ~~dry~~ overspray or spatter. Dry overspray and spatter shall be removed prior to application of other coatings and after application of the finish coat.

For both ~~paintcoating~~ systems, the stripe coat may be applied with either a brush or a sprayer. If the Contractor-chosen method of applying the stripe coat is not producing results acceptable to the Engineer, the Engineer will require the stripe coat application method to be changed.

SECTION 619, BEGIN LINE 582, DELETE AS FOLLOWS:

The curing time of all other ~~paint systems~~ or coatings shall be in accordance with the manufacturer's recommendations.

SECTION 619, BEGIN LINE 597, DELETE AND INSERT AS FOLLOWS:

#### **619.11 Shop-Application of a Coat of Primer Coating for New Steel**

The shop performing the cleaning and the application of the ~~prime~~coat of primer for new structural steel shall have a valid AISC-420-10/SSPC-QP 3 certification. Abrasive used for cleaning steel in the shop shall be an abrasive that produces a surface profile in accordance with 619.08. *The Contractor shall coordinate with the steel fabrication shop and the Contractor applying the remaining coatings after steel erection to ensure the shop-applied primer and the remaining field-applied coats of the coating system are all from the same manufacturer. Mixing primer and coating products from different manufacturers will not be allowed.* The inorganic zinc primer ~~coat~~shall be applied to all structural steel in the shop. The remaining two coats of the structural steel coating system shall be applied in the field after final erection. A structural steel ~~paintcoating~~ system in accordance with 619.09(a) shall be used. When shear connectors have been specified, the top of the top flange shall not be primed. Erection marks may be painted on ~~zinc~~ painted zinc-coated surfaces. Machine finished surfaces for sliding contact shall be coated with heavy grease as soon as practicable after being accepted, but before removal from the shop.

SECTION 619, BEGIN LINE 615, DELETE AND INSERT AS FOLLOWS:

All structural steel shall receive an inorganic zinc primer, including faying surfaces of high strength bolted connections and areas in contact with concrete. Surfaces, other than the contact surfaces described above, which are inaccessible after erection shall be ~~paintcoated~~ in the shop with the full ~~paintcoating~~ system required on the completed bridge.

**(b) Weathering Steel**

All structural steel shall be left ~~unpainted~~~~uncoated~~, except as shown on the plans. All diaphragms, stiffeners, and other appurtenances located within the limits shown on the plans shall be included in the ~~painting~~ area *to be coated*. Surfaces to be ~~painted~~~~coated~~ shall be cleaned in accordance with 619.08(e). Surfaces shall be ~~painted~~~~coated~~ in accordance with 619.09(a), except the finish coat shall be in accordance with 909.02(e). *The field-applied finish coat for weathering steel will be allowed to be furnished from a different manufacturer than the manufacturer that furnished the primer and epoxy intermediate coat.*

**619.12 Field PaintingCoating New Steel Bridge**

All structural steel surfaces which are accessible after final erection shall be ~~painted~~~~coated~~ with the remaining coatings specified for the structural steel ~~paint~~coating system in accordance with 619.09(a) in the field after final erection.

Portions of new structural steel, including cross frames, diaphragms, stiffeners, and all other appurtenances located within the limits of concrete end bent encasement as shown on the plans, will only require the inorganic zinc primer-~~coat~~.

Surface areas where the inorganic zinc primer was damaged during shipping, handling, and erection shall be cleaned in accordance with 619.08(a) and either 619.08(d) or 619.08(i). Likewise, all bolt and field connections shall be cleaned in the same manner. All the damaged areas, and bolt and field connections shall then be ~~painted~~~~coated~~ with the *same manufacturer's* inorganic zinc primer *that was* applied in the shop. This requirement will not apply to temporary steel bridges.

Where steel surfaces have been ~~painted~~~~coated~~ with the ~~full paint~~structural steel coating system and the ~~paint~~coatings have been damaged, the affected steel surface areas shall be cleaned in accordance with 619.08(i). ~~S~~*The* structural steel ~~paint~~coating system shall then be re-applied.

For weathering steel girders, caulk shall be applied to act as a drip bead as shown on the plans.

**619.13 PaintingCoating Existing Steel Bridges**

The surfaces to be cleaned and ~~painted~~~~coated~~ shall include the surfaces of all steel members of the superstructure, substructure, floor beams, stringers, plates, castings, bearing assemblies, ornamental handrails, lattice work, and other steel appurtenances. When shear connectors have been specified, the top of the top flange shall not be ~~painted~~~~coated~~.

If the contract specifies clean steel bridge, the bridge steel shall be cleaned in accordance with 619.08(a) and either 619.08(e) or 619.08(i). The structural steel ~~paint~~coating system in accordance with 619.09(a) shall be used for ~~painting~~coating.

If the contract specifies clean steel bridge, partial, the bridge steel shall be cleaned in accordance with 619.08(a) and either 619.08(e), or 619.08(h). The partial ~~paint~~coating system in accordance with 619.09(b) shall be then used for ~~painting~~coating.

When the plans show encasing the ends of existing structural steel members in concrete, all beams and girders, cross frames, diaphragms, stiffeners, and all other appurtenances located within the limits of the partial ~~painting~~*coating* zone as shown on the plans shall be cleaned in accordance with 619.08(a) and either 619.08(e) or 619.08(h) and shall receive the partial ~~paint~~*coating* system in accordance with 619.09(b). If the contract also includes pay items for clean steel bridge and ~~paint~~*coat* steel bridge, all exposed structural steel shall be cleaned in accordance with 619.08(a) and either 619.08(e) or 619.08(i), and ~~painted~~*coated* in accordance with 619.09(a), from the face of concrete encasement to opposite face of concrete encasement.

SECTION 619, BEGIN LINE 692, DELETE AND INSERT AS FOLLOWS:

The roadway drain castings shall be ~~painted~~*coated* with a black *polyurethane* finish coat in accordance with 909.02(c).

If a roadway drain casting extension pipe is damaged or missing, it shall be replaced. The extension pipe shall be in accordance with 715.

### **619.16 Clean and ~~Paint~~*Coat* Bearing Assemblies and Steel Piling**

#### ***(a) Bearing Assemblies***

When shown on the plans or a pay item is included in the schedule of pay items, all bearing assemblies including top and bottom plates of each assembly shall be cleaned in accordance with 619.08(a) and 619.08(d). Pollution control shall be in accordance with 619.07.

If the pay item clean and ~~paint~~*coat* bearing assemblies is listed in the schedule of pay items for a particular structure, the entire bearing assembly shall be ~~painted~~*coated* with the structural steel ~~paintcoating~~ system in accordance with 619.09(a).

If the pay item, ~~paint~~*coat* steel bridge, or ~~paint~~*coat* steel bridge, partial, is listed in the schedule of pay items for a particular structure, the entire bearing assembly shall be ~~painted~~*coated* with the structural steel ~~paintcoating~~ system that is being used on the rest of the bridge.

#### ***619.16.1(b) Clean and Paint Steel Piling***

All exposed steel piling shall be cleaned in accordance with 619.08(a) and either 619.08(e) or 619.08(i). The structural steel ~~paintcoating~~ system in accordance with 619.09(a) shall be applied. The color of the ~~top~~*finish* coat shall be SAE-AMS-STD-595, color No. 13711.

### **619.17 Responsibility for Damage**

Unless otherwise specified by the Engineer in writing, full containment shall be provided when performing the surface preparation operation and when applying all ~~coats of paintcoatings~~, except primer-coats, with spray equipment. All persons and property shall be protected from damage or injury from the surface preparation operations and ~~painting~~*coating* operations by providing containment as described in the QCP. Persons and property shall include, but not be limited to, pedestrians, vehicles, and other traffic upon or underneath a bridge, all portions of the bridge superstructure and substructure, and all adjacent property. *When applying a primer or coating using means other than spray equipment, all persons and property shall be protected from damage or injury. The means and extent of the protection shall be as described in the QCP.* The Contractor shall be responsible for damages in accordance with 107.17.

SECTION 619, BEGIN LINE 746, DELETE AND INSERT AS FOLLOWS:

### **619.19 Method of Measurement**

Cleaning and ~~painting~~*coating* of steel structural members, cleaning the top of the top flange of steel structural members, cleaning and ~~painting~~*coating* of bearing assemblies, and cleaning and ~~painting~~*coating* of steel piling will not be measured for payment. Cleaning areas around bridge joints and other areas with visible corrosion pitting a second time will not be measured for payment. Disposal of the waste generated by the cleaning operation will not be measured for payment.

SECTION 619, BEGIN LINE 761, DELETE AND INSERT AS FOLLOWS:

If a structure is shown in the contract documents as being built before 1995, no measurement will be made of the area covered by mill scale. Otherwise, the area of structural steel covered by mill scale will be measured for payment after a proper cleaning of the entire containment area or an agreed large portion thereof and removing all other existing materials, including all paint, *coatings* and rust. The percentage of the area of structural steel covered by existing mill scale will be representative of this entire area. The pre-established remedies for this changed condition apply in accordance with 104.02(d) and 619.20.

SECTION 619, BEGIN LINE 777, DELETE AND INSERT AS FOLLOWS:

### **619.20 Basis of Payment**

Existing steel bridges to be cleaned, or partially cleaned, whichever is specified, will be paid for at the contract lump sum price for clean steel bridge or clean steel bridge, partial, at the bridge number specified. Cleaning the top of the top flange of existing steel bridges will be paid for at the contract lump sum price for clean steel bridge, top flanges, at the bridge number specified. Existing steel bridges to be ~~painted~~*coated*, or partially ~~painted~~*coated*, whichever is specified, will be paid for at the contract lump sum price for *paintcoat* steel bridge or *paintcoat* steel bridge, partial, at the bridge number specified.

When specified as a separate pay item in the contract, cleaning and ~~painting~~*coating* bearing assemblies will be paid for at the contract lump sum price for clean and ~~paintcoat~~ bearing assemblies, at the bridge number specified.

When specified as a separate pay item in the contract, cleaning and ~~painting~~*coating* steel piling will be paid for at the contract lump sum price for clean and ~~paintcoat~~ steel piling, at the bridge number specified.

SECTION 619, BEGIN LINE 834, DELETE AND INSERT AS FOLLOWS:

1. 70% of the sum of the clean steel bridge item and *paintcoat* steel bridge item for that bridge; or

SECTION 619, BEGIN LINE 841, INSERT AS FOLLOWS:

For steel that will become the property of the Contractor, payment for cleaning existing steel, removal of mill scale, testing, disposal of the waste, containment, and all other costs involved in this work will be in accordance with 202.14.

SECTION 619, BEGIN LINE 854, DELETE AND INSERT AS FOLLOWS:

Clean and ~~Paint~~Coat Bearing Assemblies, Br. No. \_\_\_\_ .....LS  
Clean and ~~Paint~~Coat Steel Piling, Br. No. \_\_\_\_ .....LS

SECTION 619, BEGIN LINE 861, DELETE AND INSERT AS FOLLOWS:

~~Paint~~Coat Steel Bridge, Br. No. \_\_\_\_ .....LS  
~~Paint~~Coat Steel Bridge, Partial, Br. No. \_\_\_\_ .....LS

SECTION 619, BEGIN LINE 868, DELETE AND INSERT AS FOLLOWS:

If a structure is shown in the contract documents as being built before 1995, no additional payment will be made for the removal of mill scale. The cost of the removal of mill scale shall be included in the cost of clean steel bridge, clean steel bridge, partial, clean and ~~paint~~coat bearing assemblies, clean and ~~paint~~coat steel piling, or clean steel bridge, top flanges.

SECTION 619, BEGIN LINE 881, DELETE AND INSERT AS FOLLOWS:

The cost of furnishing all materials, equipment, and labor required for solvent cleaning, scraping, steel brushing, or other acceptable methods for removing ~~paint~~coatings in the locations directed shall be included in the cost of clean steel bridge, clean steel bridge, partial, clean and ~~paint~~coat bearing assemblies, clean and ~~paint~~coat steel piling, or clean steel bridge, top flanges. The cost of cleaning roadway drain castings shall be included in the cost of clean steel bridge or clean steel bridge, partial.

The cost of providing containment in accordance with 619.07 and 619.17 and personal protective equipment shall be included in the cost of the pay items of this section.

The cost of furnishing all materials, equipment, and labor required to perform the quality control tasks outlined in 619.03 shall be included in the cost of clean steel bridge or clean steel bridge, partial, clean and ~~paint~~coat bearing assemblies, clean and ~~paint~~coat steel piling, or clean steel bridge, top flanges.

The cost of furnishing all materials including caulk, equipment, and labor to perform caulking and ~~paint~~coating, including the stripe coats, with the structural steel ~~paint~~coating system or the partial ~~paint~~coating system shall be included in the cost of ~~paint~~coat steel bridge or ~~paint~~coat steel bridge, partial. The cost of switching stripe coat application methods shall be included in the cost of ~~paint~~coat steel bridge or ~~paint~~coat steel bridge, partial. The cost of furnishing all materials, equipment, and labor to perform ~~paint~~coating of the roadway drain castings shall be included in the cost of ~~paint~~coat steel bridge or ~~paint~~coat steel bridge, partial.

The cost of all equipment, material, labor, testing, use of special cleaning methods, and shipping of waste stream samples shall be included in the cost of the clean steel bridge or clean steel bridge, partial, clean and ~~paint~~coat bearing assemblies, clean and ~~paint~~coat steel piling, or clean steel bridge, top flanges, pay items.

The cost of dust removal, wetting, and within the cross-sectional area measuring 5 ft longitudinally on both sides of a bridge deck joint as well as all areas of visible corrosion pitting, a second time shall be included in the clean steel bridge, clean steel bridge, partial, clean and ~~paintcoat~~ bearing assemblies, or clean steel bridge, top flanges, pay items.

When a pay item is included in the schedule of pay items for clean and ~~paintcoat~~ bearing assemblies, all costs associated with cleaning and ~~paintingcoating~~ bearing assemblies, except disposal of cleaning waste, shall be included in the cost of the pay item. If clean steel bridge, clean steel bridge, partial, ~~paintcoat~~ steel bridge, or ~~paintcoat~~ steel bridge, partial, are included as pay items in the schedule of pay items, no separate payment will be made for cleaning and ~~paintingcoating~~ bearing assemblies on that bridge number. The cost of cleaning and ~~paintingcoating~~ bearing assemblies shall be included in the cost of the respective clean steel bridge, clean steel bridge, partial, ~~paintcoat~~ steel bridge, or ~~paintcoat~~ steel bridge, partial, pay items for that bridge number.

When a pay item is included in the schedule of pay items for clean and ~~paintcoat~~ steel piling, all costs associated with cleaning and ~~paintingcoating~~ steel piling, except disposal of cleaning waste, shall be included in the cost of the pay item.

When encasing the ends of existing structural steel members in concrete is shown on the plans, all costs associated with cleaning and ~~paintingcoating~~ all structural steel within the limits of the partial ~~paintingcoating~~ zone, including but not limited to, equipment, material, labor, testing, use of special cleaning methods, and shipping of waste stream samples, shall be included in the cost of clean steel bridge, partial, and ~~paintcoat~~ steel bridge, partial, pay items. If the contract also includes pay items for clean steel bridge and ~~paintcoat~~ steel bridge, all costs associated with cleaning and ~~paintingcoating~~ all exposed structural steel, including but not limited to, equipment, material, labor, testing, use of special cleaning methods, and shipping of waste stream samples, shall be included in the cost of clean steel bridge and ~~paintcoat~~ steel bridge pay items.

SECTION 711, BEGIN LINE 440, DELETE AND INSERT AS FOLLOWS:

**711.31 Peening Welds by Means of Ultrasonic Impact Treatment, UIT**

This work shall consist of removing existing paint and coatings, repairing existing cracked welds, peening existing and repaired welds, and ~~paintingcoating~~ in accordance with 105.03.

SECTION 711, BEGIN LINE 460, DELETE AND INSERT AS FOLLOWS:

Paint and coating removal shall be in accordance with 619.08(a) and 619.08(i). ~~PaintingCoating~~ shall be in accordance with 619.09 and 619.10.

SECTION 711, BEGIN LINE 770, DELETE AND INSERT AS FOLLOWS:

**711.47 Shop Cleaning and ~~PaintingCoating~~**

Shop cleaning and ~~paintingcoating~~ shall be in accordance with applicable requirements of 619.

SECTION 711, BEGIN LINE 1142, DELETE AND INSERT AS FOLLOWS:

**711.71 PaintingCoating**

After erection is complete, the structure shall be ~~paintedcoated~~ unless otherwise provided. ~~PaintingCoating~~ shall be in accordance with the applicable requirements of 619.

SECTION 711, BEGIN LINE 1269, DELETE AND INSERT AS FOLLOWS:

The cost of paint *and* coating removal, ~~paintingcoating~~, non-destructive testing, equipment, labor, materials, access, permits, and necessary incidentals shall be included in the cost of peening weld, UIT.

SECTION 712, BEGIN LINE 20, DELETE AND INSERT AS FOLLOWS:

Waterborne Finish ~~PaintCoat~~.....909.02(d)

SECTION 712, BEGIN LINE 136, DELETE AND INSERT AS FOLLOWS:

**712.08 PaintingCoating**

~~Paint~~A *coating* shall be applied to untreated lumber and timber as shown on the plans or as otherwise specified. Lumber or timber treated with preservative shall not be ~~paintedcoated~~, unless otherwise specified. The color shall be as specified.

SECTION 712, BEGIN LINE 146, DELETE AND INSERT AS FOLLOWS:

The surfaces shall be ~~paintedcoated~~ with one coat of waterborne finish ~~paintcoating~~. The ~~paintcoating~~ shall be applied by brush or roller only and at the rate recommended by the manufacturer. All finishes shall be uniform in texture and color. If a ~~paintedcoated~~ surface is unsatisfactory, the ~~paintcoating~~ shall be removed and the surface shall be cleaned and ~~repainted~~recoated or corrected as may be directed.

At the end of each work day, ~~paint~~stains and splatters shall be removed from all surfaces not intended to receive the ~~paintcoating~~ applied for that day.

SECTION 729, BEGIN LINE 21, DELETE AND INSERT AS FOLLOWS:

Partial ~~PaintCoating~~ System .....619.09(b)

SECTION 729, BEGIN LINE 26, DELETE AND INSERT AS FOLLOWS:

**729.04 Pre-Heat Straightening Inspection**

Steel members shall be inspected by the Engineer and Contractor for impact damage such as but not limited to gouges, sharp dents, cracks, or other damage prior to any other work related to heat straightening commencing. All areas identified as having impact damage shall have the paint *and* coating removed by abrasive blasting, hand tool cleaning, power tool cleaning, or water blasting. The existing coating shall not be removed by flame or heat. The steel members in the areas identified as having damage resulting from an impact shall be checked for fine cracks using liquid penetrant testing in accordance with ASTM E165 or magnetic particle testing in accordance with ASTM E709.

**(a) NDT Testing and Reporting Requirements**

The testing shall be performed on surfaces that are clean, dry, and free of contaminants such as oil, grease, rust, weld flux, spatter, paint, *coatings*, and any other contaminant detrimental to NDT testing. A minimum visible light having an intensity of 200 ft-candles and 2,150 lux shall be provided.

SECTION 729, BEGIN LINE 121, INSERT AS FOLLOWS:

**729.07 Surface Preparation of Area to be Heated**

Before cutting or heating any steel member, *all* paint and *coating* shall be removed from inside the limits of the heat straightening area. Surface preparation shall be in accordance with 619.08(a) and either 619.08(d) or 619.08(h).

SECTION 729, BEGIN LINE 238, DELETE AND INSERT AS FOLLOWS:

**729.15 PaintingCoating**

Upon completion and acceptance of the heat straightened steel members, the Contractor shall clean, prime, and *paintcoat* the steel members. Surface preparation shall be in accordance with 729.07. The *paintcoating* system shall be in accordance with 619.09(b). *PaintingCoating* shall be in accordance with 619.10. All exposed surfaces on heat-straightened steel members shall be fully *paintedcoated* from the edge of the nearest splice plate or steel member end outside the heat straightened area to the nearest splice plate or steel member end on the other side of the heat straightened area. The color of the top coat shall be a similar color to match the color of the existing bridge.

SECTION 801, BEGIN LINE 19, DELETE AND INSERT AS FOLLOWS:

Field *PaintCoatings for Wood or Metal* .....909.04

SECTION 802, BEGIN LINE 206, DELETE AND INSERT AS FOLLOWS:

**4. Bridge Brackets**

The location of the sign bracket may be shifted to avoid joints or stiffeners on the bridge. Before placing aluminum in contact with concrete, both the concrete and aluminum surfaces shall be coated with an aluminum-impregnated caulking compound. Where aluminum surfaces are to be placed in contact with steel, the steel surface shall be given one coat of zinc chromate *paint* and the aluminum surfaces shall be coated with an aluminum-impregnated caulking compound before placement. After the bolts have been tightened, the excess caulking compound shall be removed. All openings around the flanges shall be fully *paintedcoated* and shall be flush with the caulking compound.

SECTION 802, BEGIN LINE 447, DELETE AND INSERT AS FOLLOWS:

The cost of furnishing and applying aluminum-impregnated caulking compound and zinc chromate *paintcoating* as required in 802.07, shall be included in the cost of the pay items in this section.

SECTION 805, BEGIN LINE 84, DELETE AND INSERT AS FOLLOWS:

All existing painted metallic signal equipment to be reused, such as pedestals, bases, controller cabinets, signal weatherheads, pipe arms, shall be cleaned and ~~paintedcoated~~ with two coats of ~~highway yellow enamel~~ in accordance with 909.02(c). Existing metallic signal heads to be reused shall be ~~paintedcoated~~ with two coats of black or ~~highway yellow enamel~~ as directed by the Engineer and in accordance with 909.02(c). Aluminum poles and signal support structures shall not be painted.

SECTION 805, BEGIN LINE 156, DELETE AND INSERT AS FOLLOWS:

#### **805.04 Pole Installation**

Working drawings for strain poles or cantilever structures shall be provided in accordance with 105.02. Metal poles shall be erected on concrete foundations and shall be reasonably plumb after installation of signal heads. The handhole side of the pole shall be at right angles to the direction of the signal cantilever arm or span, catenary, and tether. Signal cables shall be brought up inside the poles. Any steel pole, signal cantilever arm, or hardware not galvanized shall be ~~paintedcoated~~ with the structural steel coating system in accordance with 619.09(a). The surface shall be prepared in accordance with 619.08(a) and 619.08(d). ~~PaintCoatings~~ shall be applied in accordance with 619. All rust, scale, and dirt shall be cleaned from the metal surface so that ~~paint~~ the coating adheres to the surface.

SECTION 807, AFTER LINE 16, INSERT AS FOLLOWS:

*Coatings, Paints, and Liquid Epoxy* ..... 909

SECTION 807, BEGIN LINE 21, DELETE AS FOLLOWS:

*Paint* ..... 909

SECTION 807, BEGIN LINE 546, DELETE AND INSERT AS FOLLOWS:

#### **2. Sign Luminaires**

Connections in which plain and galvanized steel are in contact shall be protected such that aluminum surfaces shall receive one coat of zinc chromate primer. Steel surfaces shall be prepared in accordance with 619.08(a), and 619.08(d), and ~~paintedcoated~~ with the structural steel ~~paintcoating~~ system in accordance with 619.09(a). All ~~paintcoatings~~ shall be allowed to cure before assembly. Conduit fittings, if required, shall be watertight. Required conduit shall be either rigid or flexible as necessary. Conduit shall not be clamped to a sign panel.

SECTION 909, BEGIN LINE 1, INSERT AS FOLLOWS:

#### **SECTION 909 – COATINGS, PAINTS, AND LIQUID EPOXY**

SECTION 909, BEGIN LINE 9, DELETE AND INSERT AS FOLLOWS:

~~Paints and eCoatings and paints~~ shall be furnished ready for use without modification and shall not settle, cake, curdle, liver, gel, or develop excessive change in viscosity between time of manufacture and time of use. It shall remain capable of being readily dispersed with a paddle, or other approved methods, to a consistency appropriate for the intended use. ~~Paints and eCoatings and paints~~ may be sampled and tested at any time prior to use. ~~Paints and coatings that are part of a steel coating system listed on the QPL of Structural Steel Coating Systems shall be submitted in an unopened, full, and complete kit for testing~~

~~Individual Coatings that are part of a coating system listed on the QPL of Structural Steel Coating Systems and individual batches of organic zinc primer and waterborne finish paint coatings listed on the QPL of Coating Formulations shall be submitted in an unopened, full, and complete kits for testing.~~

If, for any reason, re-sampling and re-testing following initial or prior acceptance is indicated, the latest test results shall prevail over all previous tests for material that has not been used. Previously accepted ~~paint or coatings or paints~~ that are stored for future use may be re-sampled and re-tested.

~~Paints and eCoatings and paints~~ shall be delivered in new containers of such strength, durability, design, fabrication, and material that the ~~paint~~ material shall be suitably protected in transit and in storage against any change in characteristics which would cause rejection based on laboratory or field evaluation. Each container shall bear a label which shows the name and address of the manufacturer, kind of ~~paint or coating or paint~~, formula identification, date of manufacture, and lot or batch number. The container shall be filled so the net weight of the material in the container equals the product of the weight per gallon at 77°F and the stated number of gallons in the container.

All containers shall be labeled in accordance with the OSHA requirements for labeling of hazardous chemicals as described in the Hazardous Communications Standard.

*All coatings and paints shall comply with current IDEM VOC regulations, and the cured film of the coatings and paints shall not contain toxic heavy metals above IDEM regulatory levels that would require classification as a hazardous waste.*

## **909.02 Coatings For Metal**

~~Paints~~ Coatings for metal surfaces shall be in accordance with the requirements shown below.

SECTION 909, BEGIN LINE 61, DELETE AND INSERT AS FOLLOWS:

### **2. Organic Zinc Primer**

Organic zinc primer shall be a self-curing primer. It shall be in accordance with SSPC Paint Specification No. 20, Type II. The organic zinc primer shall be compatible with inorganic zinc and finish coats *or* paints already on the bridge. The color shall ~~be able to~~ produce a distinct contrast with blast cleaned metal surface and the finish coat. The cured organic zinc film shall be compatible with a ~~top coating of~~ waterborne finish coat ~~paint~~.

The organic zinc primer shall also be in accordance with the following requirements:

Viscosity, ASTM D562, Krebs Units ..... 70 – 100

Viscosity variation from the initially approved formulation, ASTM D562, Krebs Units, max. .....  $\pm 10$

~~Volatile organic compounds, ASTM D3960, max. ..... 419 g/L~~

Weight/volume, ASTM D1475, 25°C, min. ....	2.040 kg/L
Weight/volume variation from the initially approved formulation, max. ....	±0.048 kg/L
<del>Dry time, ASTM D1640, 6 mils wet film thickness on a tin coated steel panel, max.:</del>	
Set to touch.....	1 h
Dry hard.....	24 h

SECTION 909, BEGIN LINE 107, DELETE AND INSERT AS FOLLOWS:

The infrared spectrum of the vehicle *component* when extracted from the organic zinc primer, in accordance with ASTM D3168, shall match the infrared spectrum of the vehicle *component* of the sample submitted for formulation approval.

The cured film shall not contain any toxic heavy metals above the limits of the regulatory levels of 40 CFR 261.24, Table 1. The cured ~~paintcoating~~ shall not contain any other material which will require characterization as a hazardous waste for the disposal of the dried film.

### 3. Furnishing and Use

*Inorganic zinc primers shall be part of a structural steel coating system. Only inorganic zinc primers listed on the QPL of Structural Steel Coating Systems shall be used.*

*When organic zinc primers are specified, only organic zinc primers from the QPL of Coating Formulations shall be used. Organic Zinc primers will be placed and maintained on the QPL of Coating Formulations in accordance with ITM 606.*

#### (b) Epoxy Intermediate ~~PaintCoat~~

Epoxy intermediate ~~paintcoating~~ shall be a two-component ~~coating~~ consisting of an epoxy resin and a curing agent, together with prime and filler pigments, colorants, gellant, leveling agents, and solvents. When mixed, this coating shall be suitable for application over inorganic and organic zinc primers and shall be compatible with a polyurethane finish coat. The color of this coating shall contrast significantly from the other coatings within the coating system.

The mixed ~~paintcoating~~ shall be in accordance with the following requirements:

<del>Volatile organic compounds, ASTM D3960, max.</del> .....	<del>336 g/L</del>
Volume solids, ASTM D2697, min. ....	60%
<del>Set to touch, ASTM D1640, 6 mils wet film thickness, max.</del> .....	<del>4 h</del>
Weight/volume variation from the initially approved formulation, ASTM D1475, 25°C, max. ....	0.060 kg/L
Total solids variation from the initially approved formulation, ASTM D2369, max. ....	3.0%

The coating shall be applied within the pot life recommended by the ~~paintcoating~~ manufacturer with no evidence of gelation. The coating shall be in a free-flowing condition and easily sprayed.

The infrared spectrum of each component and of the mixed coating shall match the spectrums of the initially approved batch.

**(c) Polyurethane Finish Coat**

Polyurethane finish coat shall be a two-component polyester or acrylic aliphatic polyurethane suitable for use as a finish coat over *an* epoxy intermediate ~~paint~~coating.

The mixed ~~paint~~coating shall be in accordance with the following requirements:

Volatile organic compounds, ASTM D3960, max.	336 g/L
Volume solids, ASTM D2697, min.	60%
Set to touch, ASTM D1640, 5 mils wet film thickness, min.	30 minutes
Total solids ASTM D2369, min.	70%
Specular gloss, 60°, 10 ± 0.5 mils wet film thickness on a tin coated steel panel, dried 48 h, ASTM D523, min.	75
Viscosity, ASTM D562, Krebs Units, max.	10030
Contrast ratio, ASTM D2805, 5 ± 0.5 mils wet film thickness, dried 24 h on opacity chart 2A or 2C, min.	0.957
Dry hard, ASTM D1640, 5 mils wet film thickness, max.	24 h

The infrared spectrum of each component and of the mixed coating shall match the spectrum of the initially approved batch.

The color of the dried ~~paint~~film shall match the color number of SAE-AMS-STD-595 as follows:

SECTION 909, BEGIN LINE 170, DELETE AND INSERT AS FOLLOWS:

**(d) Waterborne Finish PaintCoat**

The waterborne finish coating shall be a single package, high build acrylic emulsion for use as a finish coat over inorganic and organic zinc primers. It shall be compatible with and adhere to the cured zinc primers.

SECTION 909, BEGIN LINE 185, DELETE AND INSERT AS FOLLOWS:

**3. Mixed PaintCoating Properties**

The mixed ~~paint~~coating shall be in accordance with the following requirements:

Viscosity, ASTM D562, Krebs Units	80 – 110
Weight/volume, ASTM D1475, variation from the initially approved formulation, 25°C, max.	0.024 kg/L
Pigment grind, ASTM D1210, Hegman, min.	5
Total solids, % by weight, ASTM D2369, min.	48
Dry time, ASTM D1640, 3 mils wet film thickness on a tin coated steel panel, max.:	
Set to touch	1 h

Dry hard .....	24 h
Contrast ratio, ASTM D2805, $5 \pm 0.5$ mils wet film thickness	
dried 24 h on opacity chart 2A or 2C, min. ....	0.97
Specular gloss, $60^\circ$ , $10 \pm 0.5$ mils wet film thickness	
on a tin coated steel panel, dried 48 h, ASTM D523, max. ....	30
pH, ASTM E70 .....	7.0 - 9.5
Volatile organic compounds, ASTM D3960, max. ....	180 g/L

The infrared spectrum of the vehicle *component* when extracted from the mixed ~~paintcoating~~ in accordance with ASTM D3168 shall match the infrared spectrum of the *vehicle component* of the sample submitted for formulation approval.

The mixed ~~paintcoating~~ shall be in accordance with the requirements of Sections 5.4 through 5.17 of SSPC Paint Specification No. 24.

The cured waterborne finish ~~paintcoat~~ shall not contain any toxic heavy metals above the limits of the regulatory levels of 40 CFR 261.24, Table 1. The cured ~~paintcoating~~ shall not contain any other material which will require characterization as a hazardous waste for the disposal of the dried film.

#### 4. Color

The color of the dried ~~paint~~ film shall match the color number of SAE-AMS-STD-595 as follows:

SECTION 909, BEGIN LINE 521, DELETE AND INSERT AS FOLLOWS:

#### 5. Furnishing and Use

Only waterborne finish ~~paintcoatings~~ from the QPL of Coating Formulations shall be used. Waterborne finish ~~paintcoating~~ formulations will be placed and maintained on the QPL of Coating Formulations in accordance with ITM 606.

##### (e) Finish Coat for Weathering Steel

The finish coat shall be an aliphatic polyurethane or a waterborne acrylic ~~paintcoating~~, and the *color of the dried paint* film shall match color No. 20045 of SAE-AMS-STD-595. It shall be suitable for use as a finish coat over *an* epoxy intermediate ~~paintcoating~~. The mixed ~~paintcoating~~ shall be in accordance with the following requirements.

For *an* aliphatic polyurethane ~~paintcoating~~:

Weight/volume, ASTM D1475, $25^\circ\text{C}$ , min. ....	1.200 kg/L
Total solids, % by weight, ASTM D2369, min. ....	60
Volatile Organic Compounds, ASTM D3960, max. ....	336 g/L
Specular gloss, $60^\circ$ , $10 \pm 0.5$ mils wet film thickness	

    on a tin coated steel panel, dried 48 h, ASTM D523, max. ....30

For a waterborne acrylic ~~paintcoating~~:

Weight/volume, ASTM D1475, 25°C, min. ....1.200 kg/L

Total solids, % by weight, ASTM D2369, min. ....48

~~Volatile Organic Compounds, ASTM D3960, max.~~ ....180 g/L

Specular gloss, 60°, 10 ± 0.5 mils wet film thickness

on a tin coated steel panel, dried 48 h, ASTM D523, max. ....30

### **909.03 Structural Steel Coating System**

This coating system shall consist of an inorganic zinc primer, an epoxy intermediate ~~paintcoat~~, and a polyurethane finish coat for the ~~painting~~*coating* of steel bridges and other structural steel. All coatings within any coating system shall be manufactured by the same manufacturer and shall be compatible with one another. All coatings shall be in accordance with 909.02.

SECTION 909, BEGIN LINE 277, DELETE AND INSERT AS FOLLOWS:

### **909.04 Field ~~paint~~Coatings for Wood or Metal**

The primers for field ~~paintcoatings~~ shall be formulated for minimal surface preparation, provide adhesion to the substrate and be compatible with the finish coat. The primers shall not contain lead, chromium, or other heavy metals which would require classification as a hazardous waste upon removal. The primers shall comply with the current IDEM VOC regulations and shall be used as follows:

SECTION 909, BEGIN LINE 290, DELETE AND INSERT AS FOLLOWS:

The ~~field paint~~ finish coat shall be an exterior type coating. It shall be chalk resistant, gloss retentive, and suitable for application by brush, roller, or spray. This coating shall comply with the current IDEM VOC regulations and shall not contain lead, chromium, or other heavy metals which would require classification as a hazardous waste upon removal. The color of this coating shall be as specified.

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702-R-785 CLASS A ADMIXTURE IN CONCRETE

(Adopted 06-20-24)

The Standard Specifications are revised as follows:

SECTION 702, BEGIN LINE 141, DELETE AS FOLLOWS:

~~Class A concrete shall contain a water reducing admixture.~~ Class C concrete shall contain a retarding admixture when either the air temperature is above 70°F or the concrete temperature is above 80°F, or if retardation is required due to the structure design, or due to the proposed pour sequence such as for the requirements for floor slab pours set out in 704.04. Air-entraining cements will not be allowed in class C concrete.

SECTION 702, BEGIN LINE 247, DELETE AS FOLLOWS:

Concrete that is outside the specified slump limits at time of placement shall not be used. Except as required in 702.05 for Class A and Class C concrete, chemical admixtures Type A, Type B, Type D, Type F, and Type G may be used in the concrete. Chemical admixtures Type C and Type E will be allowed only with prior written permission.

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714-R-748 WATERPROOFING MEMBRANE FOR REINFORCED-CONCRETE BOX STRUCTURES AND THREE-SIDED STRUCTURES

(Revised 01-18-24)

The Standard Specifications are revised as follows:

SECTION 714, AFTER LINE 20, INSERT AS FOLLOWS:

*Fabric or Membrane for Waterproofing.....918.06*

SECTION 714, AFTER LINE 361, DELETE AND INSERT AS FOLLOWS:

*The pipe joint sealant shall be applied to the bell or spigot section of the structure and applied prior to joining segments. The volume of pipe joint sealant applied shall be in accordance with the manufacturer's recommendations.*

**(b) Exterior Surface Treatment**

After sealing with pipe joint sealant and assembling the box sections, the outside surfaces of the top slab and both walls of every joint between structure sections shall be covered with a joint membrane in accordance with 907.07 that is centered on the joint, *unless a waterproofing membrane is shown on the plans or in the Schedule of Pay Items*. The exterior concrete box surface shall be clean and dry before the joint membrane is applied. The outside surfaces of the top slab and both walls of every joint shall be completely covered for the entire length of each joint. Where joining two sections of joint membrane material, or where two ends meet, a 3 in. overlap shall be provided. The overlapping strip shall be firmly pressed onto the end of the underlying strip to seal the joint. Joints between structure sections and wingwalls, between wingwalls and spandrel walls, and between structure sections and headwalls or spandrel walls shall also be covered with joint membrane. The manufacturer's application instructions shall apply in addition to the above requirements.

The joint membrane shall be maintained in its installed location centered on the joint and shall not be damaged or dislodged during the backfilling operation.

**714.11 Waterproofing Membrane**

*When a waterproofing membrane is shown on the plans or in the Schedule of Pay Items, joints, exterior vertical surfaces, and the exterior top horizontal surface shall be covered in their entirety with the membrane. A Type 2 waterproofing membrane shall be installed on all exterior vertical surfaces. If asphalt is placed directly on top of the waterproofing membrane, a Type 3 waterproofing membrane shall be installed otherwise a Type 2 membrane shall be installed.*

**(a) Preparation**

Concrete surfaces shall be prepared in accordance with the waterproofing membrane manufacturer's recommendations and the following. Concrete surfaces shall be smooth and free from projections and holes. All sharp edges and metal protrusions shall be ground smooth. Immediately prior to application, the surface shall be dry and free of dust and loose materials. All joints and exterior corners shall be prepared in accordance with the waterproofing membrane manufacturer's recommendations.

Prior to installing a Type 2 waterproofing membrane a prime coat recommended by the waterproofing membrane manufacturer shall be applied to all exterior surfaces that will receive the waterproofing membrane. Waterproofing membranes shall be installed when the ambient temperature is 40°F or above unless lower temperatures are allowed in accordance with the waterproofing membrane manufacturer's recommendations.

Type 3 waterproofing membranes shall be installed when the ambient temperature is 40°F or above. The surface shall be sufficiently dry so as to prevent the formation of steam when the hot-applied prime coat is applied.

**(b) Installation**

The waterproofing membrane shall be installed prior to backfilling.

For waterproofing membrane material that does not cover the surface, an overlap of at least 3 in. shall be required on all edges. The Type 2 or Type 3 waterproofing membrane from the top horizontal surface shall overlap the membrane on the vertical surfaces on the outside by at least 12 in. The manufacturer's application instructions shall apply in addition to the above requirements.

**1. Type 2 Waterproofing Membrane**

For a Type 2 waterproofing membrane, the release liner shall be removed, and the adhesive side shall be placed on the prepared concrete surface. After application, the waterproofing membrane material shall be rolled to avoid wrinkling and ensure adhesion of the membrane to the concrete.

**2. Type 3 Waterproofing Membrane**

For a Type 3 waterproofing membrane, the prime coat shall be applied no farther than 5 ft in front of the membrane, using a squeegee to fill all voids and imperfections. The waterproofing membrane shall be applied from the low to the high side of the surface. An extra bead of prime coat material shall be applied at the edge of the waterproofing membrane.

*Prime coat material and waterproofing membrane shall stop a uniform distance below the top surfaces and shall overlap the Type 2 waterproofing membrane a minimum of 12 in. The prime coat material shall not be splattered over or applied to surfaces or faces of concrete which subsequently are exposed in the finished structure. The waterproofing membrane shall be placed in V-strips at the joints to allow the movement of adjacent concrete sections without tearing the membrane. The waterproofing membrane shall be flashed at all exposed edges and laps sealed down. The waterproofing membrane shall not be damaged when backfill is placed. After installing the waterproofing membrane over the entire surface, all joints in the membrane shall be sealed by applying a prime coat and smoothing with a V-squeegee.*

*On structures with curbs, the waterproofing membrane shall be placed 3 in. up the curb face and the edge of the membrane shall be sealed in accordance with the waterproofing membrane manufacturer's recommendation.*

*Tack coat, in accordance with 406, shall be applied to a Type 3 waterproofing membrane, without damaging the membrane at an application rate of 0.05 to 0.08 gal./sq yd before placing any asphalt pavement.*

#### **714.1112 Method of Measurement**

Precast reinforced concrete box structures or structure extensions, precast coated reinforced concrete box structures or structure extensions, precast headwalls, precast wingwalls, cast-in-place reinforced concrete box structures or structure extensions, cast-in-place coated reinforced concrete box structures or structure extensions, cast-in-place headwalls, and cast-in-place wingwalls will not be measured. The accepted quantities for payment will be the quantities shown on the plans.

*Waterproofing membrane will not be measured. The accepted quantities for payment will be the quantities shown in the Schedule of Pay Items, which will be based on nominal surface area to receive the membrane as shown on the plans and described herein. No adjustments in quantities will be made to account of overlapping portions of membrane or changes in surface area due to variations between nominal plan and furnished structure geometry.*

SECTION 714, BEGIN LINE 406, DELETE AND INSERT AS FOLLOWS:

#### **714.1213 Basis of Payment**

SECTION 714, AFTER LINE 437, INSERT AS FOLLOWS:

*Waterproofing Membrane, \_\_\_\_\_ SFT  
type*

The cost of excavation except as provided in 206.11(a), expansion joint material, perpetuation of existing drains shown on the plans, removal of portions of existing structures, cleaning out old channels or structures, chemical anchor system, precast reinforced concrete structure joints, pipe joint sealant, joint membrane, and necessary incidentals shall be included in the cost of the structure or structure extension.

*The cost of the prime coat shall be included in the cost of the waterproofing membrane.*

SECTION 723, AFTER LINE 24, INSERT AS FOLLOWS:

*Fabric or Membrane for Waterproofing.....918.06*

SECTION 723, BEGIN LINE 90, DELETE AND INSERT AS FOLLOWS:

### **723.03 General Requirements**

Excavation and disposal shall be in accordance with the applicable requirements of 206. *Waterproofing membranes shall be in accordance with 714.11. Waterproofing of the designated areas shall be in accordance with 702.23.* All underground drains encountered during excavation for the structure shall be perpetuated as dictated by field conditions. Drainage openings through masonry shall be in accordance with 702.16. Handling of three-sided structures shall be in accordance with 907.05. Handling of wingwalls and spandrel walls shall be in accordance with 907.06.

SECTION 723, BEGIN LINE 430, DELETE AND INSERT AS FOLLOWS:

#### **(b) Exterior Surface Treatment**

After sealing with preformed flexible joint sealant or non-shrink grout as directed above, and assembly of three-sided structure sections, all butt and keyway joints between structure sections shall be covered with a joint membrane in accordance with 907.07 and centered on the joint, *unless a waterproofing membrane is shown on the plans or in the Schedule of Pay Items.*

The exterior surface of the concrete sections shall be clean and dry before the joint membrane is applied. The outside surfaces of the top slab and both walls of every joint shall be completely covered for the entire length of each joint. Where joining two sections of joint membrane material, or where two ends meet, a 3 in. overlap shall be provided. The overlapping strip shall be firmly pressed onto the end of the underlying strip to seal the joint. Joints between structure sections and wingwalls, between wingwalls and spandrel walls, and between structure sections and headwalls or spandrel walls shall also be covered with a joint membrane.

The joint membrane shall be maintained in its installed location centered on the joint. It shall not be damaged during the backfilling operation.

*When shown on the plans or in the Schedule of Pay Items, all joints, exterior vertical surfaces, and exterior top surfaces shall be covered in their entirety with a waterproofing membrane in accordance with 714.11.*

SECTION 723, BEGIN LINE 448, INSERT AS FOLLOWS:

### **723.15 Backfilling**

*Waterproofing membrane shall be applied prior to backfilling.* Structure backfill shall be placed and compacted in accordance with 211. Structure backfill shall be placed and compacted on each side of the structure to the fill line shown on the plans. During the backfill operation, the difference in elevations of the fill on each side of the structure shall not exceed 24 in.

SECTION 723, AFTER LINE 478, INSERT AS FOLLOWS:

*Waterproofing membrane will not be measured. The accepted quantity for payment will be in accordance with 714.12.*

SECTION 723, AFTER LINE 510, INSERT AS FOLLOWS:

*Waterproofing membrane will be paid for in accordance with 714.13.*

SECTION 918, BEGIN LINE 114, DELETE AND INSERT AS FOLLOWS:

**918.06 Fabric or Membrane for Waterproofing**

~~Fabric for~~ Type 1 waterproofing membrane shall be consist of a Utility Asphalt, UA-1 in accordance with 902.01(d) and a fabric consisting of treated cotton in accordance with ASTM D173, woven glass in accordance with ASTM D1668, or glass fiber mat in accordance with ASTM D2178. A Type C certification in accordance with 916 shall be provided for the ~~fabric~~ Type 1 material.

Type 2 waterproofing membrane shall consist of a rubberized asphalt and peel-and-stick membrane. Membrane materials shall be stored indoors and at temperatures not to exceed 120°F.

PROPERTY	TEST METHOD	REQUIREMENTS
Thickness	ASTM D1777 or ASTM D3767	60 mils, min.
Width		24 in., min.
Pliability		Shall be installed over 40°F
Elongation	ASTM D412 (Die C)	300%, min.
Puncture Resistance – Membrane	ASTM E154	35 lb min.
Permeance	ASTM E96, Method B	0.05 Perms, max.
Water Absorption, % by Weight	ASTM D570	0.2, max.
Adhesion to concrete	ASTM D903	5.0, min.

Type 3 waterproofing membrane shall consist of a hot-applied joint prime coat in accordance with ASTM D6690 and a membrane consisting of a high-density asphalt mastic between two layers of polymeric fabric. The membrane and prime coat materials shall be kept dry prior to installation.

PROPERTY	TEST METHOD	REQUIREMENTS
Thickness, min.	ASTM D1777	0.135 in.
Width, min.		24 in.
Weight, min.		0.8 lb/sq ft
Tensile strength, machine direction	ASTM D882, Modified <sup>[1]</sup>	275 lb/in. 2,000 psi
Tensile strength, 90° to machine direction	ASTM D882, Modified <sup>[1]</sup>	150 lb/in. 1,000 psi
Elongation at break	ASTM D882, Modified <sup>[1]</sup>	100% min.
Brittleness	ASTM D517	Pass
Softening point (mastic)	ASTM D36	200°F min.

<i>Peel adhesion</i>	<i>ASTM D413<sup>[1]</sup></i>	<i>2.0 lb/in.</i>
<i>Cold flex</i>	<i>ASTM D146 2 x 5 in. specimen</i>	<i>180° bend over 2-in. mandrel with no cracking</i>
<i>Heat stability</i>	<i>2 x 5 in. specimen</i>	<i>vertically suspended in a mechanical convection oven 2 hr @ 190 °F with no dripping or delamination</i>
<i>[1] 12 in. per minute test speed and 1 in. initial distance between the grips.</i>		

*A Type B Certification in accordance with 916 shall be provided for the Type 2 and Type 3 materials.*

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## 726-B-323 BEARING ASSEMBLIES

(Adopted 08-17-23)

The Standard Specifications are revised as follows:

SECTION 702, BEGIN LINE 1400, DELETE AND INSERT AS FOLLOWS:

~~Elastomeric bearings assemblies will not be paid for directly, unless otherwise specified. The cost thereof shall be included in the cost of the structural member they support in accordance with 726.05.~~ The cost of protecting existing footings to be extended shall be included in the cost of concrete, B, footings, unless otherwise specified.

SECTION 707, BEGIN LINE 558, DELETE AND INSERT AS FOLLOWS:

~~Reinforcing bars, WWR, prestressing strands, elastomeric bearing pads, modifications to bearing pads, bearing beams required for box beams, bearing assemblies required for I-beams, bulb T-beams, U-beams, box beams, bearing plates, steel bearing assemblies for integral end bents, threaded reinforcing bars, threaded inserts in fascia beams, hex bolts, sealer on the outside face and bottom flange of fascia beams and on the tops of all beams, working drawings and design calculations, and necessary incidentals shall be included in the cost of the pay items of this section.~~ *Elastomeric bearing pads, bearing assemblies, and bearing plates, will be paid for in accordance with 726.05.*

SECTION 711, BEGIN LINE 1273, DELETE AND INSERT AS FOLLOWS:

~~The cost of drilling holes for anchor bolts, elastomeric bearings, bridge bearing pads, steel bearing assemblies for integral end bents, fabrication, painting, erecting falsework, welding material, Charpy V-Notch toughness tests, and necessary incidentals shall be included in the cost of the pay items in this section.~~ *Elastomeric bearings, and bridge bearing pads, will be paid for in accordance with 726.05.*

SECTION 726, BEGIN LINE 3, DELETE AND INSERT AS FOLLOWS:

### 726.01 Description

This work shall consist of furnishing and installing bearing assemblies, *elastomeric or PTFE*, in accordance with 105.03. ~~Elastomeric~~ *Bearings assemblies* shall include *bearing plates, side retainers, anchor bolts, shim plates, bolsters, and plain bearings* consisting of elastomer only, and laminated bearings consisting of layers of elastomer restrained at their interfaces by bonded laminates, *as shown on the plans*.

SECTION 726, BEGIN LINE 43, DELETE AND INSERT AS FOLLOWS:

### 726.04 Method of Measurement

Elastomeric bearing ~~pads~~ assemblies will ~~not~~ be measured ~~for payment~~ by the number of bearing assemblies placed. PTFE bearing ~~devices~~ assemblies will be measured by the number of ~~devices~~ assemblies placed.

### 726.05 Basis of Payment

~~Elastomeric~~ *Bearing pads* assemblies will ~~not~~ be paid for separately at the contract unit price per each for the type specified, complete in place.

~~PTFE bearing devices~~ will be paid for at the contract unit price per each device, complete and in place.

Payment will be made under:

Pay Item	Pay Unit Symbol
<i>Bearing Assembly, Elastomeric .....</i>	<i>EACH</i>
<i>Bearing Assembly, PTFE.....</i>	<i>EACH</i>

The cost of the pads, side retainers, anchor bolts, shim plates, *bearing plates, bolster assemblies*, and other incidentals shall be included in the cost of the ~~structural member, or for PTFE bearing assemblies~~ pay items.

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801-C-157 CERTIFICATION OF TEMPORARY TRAFFIC CONTROL DEVICES

(Revised 05-23-13)

#### Category I Devices

The Contractor shall certify that the following temporary traffic control devices to be used do not exceed the maximum values shown in the table below and are considered crashworthy at Test Level 3 in accordance with NCHRP 350.

Device	Composition	Max. Weight	Max. Height
Single Piece Traffic Cones	Rubber	20 lb	36 in.
	Plastic	20 lb	48 in.
Tubular Markers	Rubber	13 lb	36 in.
	Plastic	13 lb	36 in.
Single Piece Drums	High Density Plastic	77 lb	36 in.
	Low Density Plastic	77 lb	36 in.
Delineators	Plastic, Fiberglass	N/A	48 in.

No lights, signs, flags, or other auxiliary attachments are included in the weight of the devices listed above. Reflective sheeting or reflective buttons are included on delineators. Maximum weights, including ballast, do not exceed the values shown in the table. "Single piece" refers to the construction of the body of the drum exclusive of a separate base, if any.

Type A or type C warning lights in accordance with the following specifications will be allowed on drums if they are firmly attached with vandal resistant 1/2 in. diameter by 4 in. cadmium plated steel bolt with nut and a 1 1/2 in. high cup washer.

1. The weight shall be no more than 5 lb.
2. The lens diameter shall be 7 to 8 in.
3. The height of the light shall be 11 to 14 in.

#### **Category II Devices**

Category II temporary traffic control devices include type III barricades, vertical panels, portable sign standards, and other light-weight traffic control devices.

Category II temporary traffic control devices shall be in accordance with the NCHRP 350, Test Level 3.

A form will be provided at the preconstruction conference for the Contractor to complete and return to the Engineer prior to the placement of category I or II traffic control devices.

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#### 801-R-542 WORKSITE ADDED PENALTY SIGNS

*(Revised 03-16-17)*

Worksite Added Penalty signs shall be placed as shown on the plans or as directed by the Engineer. The signs shall typically be placed in advance of the first Road Construction Ahead signs at either end of the project. The actual location and quantity of the signs will be determined by the Engineer in coordination with the Worksite Traffic Control Supervisor.

The XW2-6-A Worksite Added Penalty sign, 78 in. by 42 in., shall be installed on all projects in all cases not otherwise described below.

The XW2-6 Worksite Added Penalty sign, 60 in. by 36 in., shall only be installed on projects in urban areas that have a posted speed limit of 35 MPH or less and also meet one of the following conditions:

1. The existing surfaces outside the edge of pavement make installation of driven posts impractical, or
2. The width of the Right-of-Way outside of the edge of pavement is not sufficient to accommodate the larger XW2-6-A, Worksite Added Penalty sign, 78 in. by 42 in.

The XW2-6a-B Speeding and XW2-6b-B Reckless Driving signs, 48 in. by 48 in., shall be used in series with each other and shall only be used on projects that meet one of the following conditions:

1. Rural projects where the width of the Right-of-Way outside of the edge of pavement is not sufficient to accommodate the larger XW2-6-A Worksite Added Penalty sign, 78 in. by 42 in., or
2. Contracts using only moving operations where construction signs are set and removed each day to accommodate the changing location of the work.

The XW2-6a-A Speeding and XW2-6b-A Reckless Driving signs, 36 in. by 36 in., shall be used in series with each other and shall only be used on projects in urban area where the width of the Right-of-Way outside of the edge of pavement is not sufficient to accommodate the larger XW2-6-A Worksite Added Penalty sign, 78 in. by 42 in.

Worksite Added Penalty, Speeding, Reckless Driving signs will be measured and paid for as Construction Sign, Type A in accordance with 801.17 and 801.18.

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#### 801-T-198 TRAFFIC CONTROL FOR TRAFFIC BREAKS

*(Revised 05-20-23)*

The Standard Specifications are revised as follows:

SECTION 801, BEGIN LINE 868, DELETE AND INSERT AS FOLLOWS:

**801.16 Temporary Traffic Control Zone**

A temporary traffic control zone is a work zone with frequently changing operation, a maximum duration of seven calendar days; mobile operation; or a temporary traffic ~~stoppage~~break.

SECTION 801, BEGIN LINE 903, DELETE AND INSERT AS FOLLOWS:

**(c) Traffic Control for Temporary Traffic StoppageBreaks**

Traffic shall not be allowed to pass directly beneath personnel or equipment working on an overhead structure. *Traffic breaks, when approved by the Engineer, may be implemented for moving equipment or materials over the traveled way. Traffic breaks shall be accomplished by temporary stoppage, rolling slowdown or other approved method.* Traffic stoppagebreaks during an overhead operation shall not exceed 20 minutes at one time. There shall be enough time between consecutive stoppagesbreaks to allow traffic to return to normal flow.

Three working days prior to commencing work which necessitates temporary stoppagebreaks of traffic, written notice shall be given to the Department and the Indiana State Police that highway traffic shall be stopped, *slowed or diverted* temporarily at a specific location, time, and date to accomplish specified work. Traffic shall be safely controlled during the stoppagetraffic break. The following minimum requirements shall be met.

**1. On Multi-Lane Divided Highways**

Advance warning signs *and pilot vehicles* shall be located as specified or as otherwise directed. ~~For each direction of road closure two flaggers shall be located at the site of the work and a minimum of two additional flaggers shall be used to warn approaching traffic.~~

**2. On Non-Divided Highways**

Advance warning signs shall be located as specified or as otherwise directed. For each direction of road closure, *a minimum of* one flagger shall be located at the site of the work and a minimum of one additional flagger shall be used to warn approaching traffic.

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801-T-207 TEMPORARY TRAFFIC BARRIERS

*(Revised 07-20-23)*

The Standard Specifications are revised as follows:

SECTION 108, BEGIN LINE 211, DELETE AND INSERT AS FOLLOWS:

Temporary drainage structures, temporary ~~concrete median~~ traffic barriers, and other temporary devices required and used for the maintenance of traffic shall remain the property of the Contractor. All costs for furnishing, placing, maintaining, removal, and disposal of temporary drainage structures shall be included in the contract lump sum price for maintaining traffic. If there is no pay item for maintaining traffic, these costs shall be included in the various pay items listed in the proposal, unless otherwise provided.

SECTION 801, BEGIN LINE 77, DELETE AND INSERT AS FOLLOWS:

A worksite traffic supervisor certified by the American Traffic Safety Service Association, ATSSA, or approved equal certifying organization, shall direct all field layout, placement, operation, inspection, maintenance, and removal of temporary traffic control devices. The certified worksite traffic supervisor, CWTS, shall ensure that all traffic control devices, ~~except temporary concrete barrier~~, meet acceptable standards as outlined in the plans, specifications, and ATSSA's "Quality StandardsGuidelines for Temporary Traffic Control Devices and Features" prior to installation. *A copy of the ATSSA's "Quality Guidelines for Temporary Traffic Control Devices and Features" shall be provided to the Engineer upon request.* The CWTS shall also, prior to installation, ensure that all traffic control devices can be installed in accordance with the plans, specifications, and the MUTCD. All problems shall be reported to the Engineer so a resolution can be worked out prior to installation. The field layout will be reviewed and is subject to approval by the Engineer prior to placement of any temporary traffic control devices. The CWTS shall be present for the initial setup and all phase changes during the life of the project. The CWTS may designate responsible Contractor personnel to perform day to day operation, inspection, and maintenance of the temporary traffic control devices. These responsible personnel shall work under the direction of the CWTS and their names shall be given to the Engineer on the project. A copy of the CWTS's certification shall be provided to the Engineer prior to the start of construction or placement of temporary traffic control devices or if the worksite traffic supervisor changes.

SECTION 801, BEGIN LINE 139, INSERT AS FOLLOWS:

A temporary traffic control device will be deemed to be in non-compliance when considered Unacceptable. A type of temporary traffic control device will be deemed to be in non-compliance when 25% or more of the individual devices *or temporary concrete barrier segments* are considered Marginal. Damages may be assessed in accordance with 105.14 for non-compliance.

*The quality assurance unit for placed temporary concrete barrier shall be the total number of segments installed. Temporary concrete barrier segments that are deemed non-compliant shall be promptly repaired or replaced.*

SECTION 801, BEGIN LINE 186, DELETE AND INSERT AS FOLLOWS:

Temporary drainage structures, temporary ~~concrete median~~ traffic barrier-units, and other temporary devices required and used for traffic maintenance shall remain the property of the Contractor.

SECTION 801, BEGIN LINE 354, DELETE AND INSERT AS FOLLOWS:

#### **801.10 Temporary Traffic Barriers**

Temporary traffic barrier shall be one of the following four types as shown on the plans.

*The application for each temporary traffic barrier type shall be as follows:*

<i>Temporary Traffic Barrier Type Designation</i>	<i>Application</i>
<i>Type 1</i>	<i>Used to separate two-way traffic</i>
<i>Type 2</i>	<i>Used to separate traffic from the work zone</i>
<i>Type 3</i>	<i>Used in the same manner as Type 1 and remains in place after contract completion.</i>
<i>Type 4</i>	<i>Used to accommodate the closing or shifting of traffic lanes on a daily basis to better facilitate the changing volumes of traffic during the peak hours of a day.</i>

### **Type 1**

~~Type 1 temporary traffic barriers shall be used to separate two way traffic and Barriers used as Type 1 temporary traffic barrier shall be precast concrete in accordance with applicable requirements of 707 and 602 and as shown on the plans. Type 1 barriers may also be used to separate traffic from the work area. Barriers acceptable for use as Type 1 may also be used as Type 2.~~

The surfaces of individual precast ~~units~~*concrete barrier segments* shall vary no more than 1/4 in. in 10 ft from the specified cross-section, as measured from a longitudinal straightedge. The maximum variation in the vertical and horizontal alignment of ~~adjacent units~~*abutting segments* shall be 1/4 in. across the joint, as measured from a 10 ft longitudinal straightedge. ~~Sections that have obvious defects or visual cracks shall not be used. Sections that develop any of these conditions during the contract shall be repaired with concrete or replaced within a reasonable amount of time. Segment condition and maintenance shall be in accordance with 801.03.~~

~~Type 1 barrier units precast prior to 2003 shall not be used after January 1, 2012. Units precast after March 1, 2003~~*Precast concrete barrier segments manufactured prior to March 1, 2003 shall not be used. Each barrier segment shall be clearly marked with the name or trademark of the manufacturer, the year of manufacture, and "INDOT". The markings shall be indented on an end or on the top of each barrier section*~~segment. Units precast~~*Segments manufactured after January 1, 2007 shall be from the QPL of Certified Precast Concrete Producers.*

### **Type 2**

~~Type 2 barriers may be used to separate traffic from the work area. Type 2 temporary traffic barriers shall meet the appropriate test level 2 or 3~~*MASH or NCHRP 350 or MASH* crash test standards and shall be approved for use by the FHWA criteria. A copy of the ~~MASH or NCHRP 350~~ crash test FHWA eligibility letter shall be provided to the Engineer prior to placing the ~~unit~~*report confirming the product is NCHRP 350 or MASH compliant for the test level specified, or a copy of the FHWA eligibility letter, shall be furnished to the Engineer prior to the installation of the barrier.*

The ~~unit~~barrier selected shall be appropriate for the location considering the maximum posted speed limit on the project *prior to construction* and the allowable area for deflection. The ~~unit~~barrier shall be installed according to the manufacturer's recommendations.

If concrete barriers are used as Type 2-barriers, they shall be in accordance with the requirements for Type 1-barriers.

### Type 3

~~Type 3 temporary traffic barriers shall be those Type 1 temporary traffic barriers that are to~~Barriers used as Type 3 temporary traffic barrier shall be in accordance with the requirements for barrier used as Type 1. They shall be left in place at the completion of the contract and shall become the property of the Department. They shall be in like-new condition at the completion of the contract. All necessary delineation and required anchor systems shall be left in place.

### Type 4

~~Type 4 temporary traffic barriers shall be those types that are intended to be readily moveable to accommodate the shifting of traffic lanes on a daily basis to better facilitate the changing volumes of traffic during the peak hours of a day.~~Barrier used as Type 4 temporary traffic barriers shall be readily moveable and meet the appropriate test level 3 MASH or NCHRP 350 or MASH crash test standards and shall be approved for use by the FHWA criteria. A copy of the MASH or NCHRP 350 crash test FHWA eligibility letter shall be provided to the Engineer prior to placing the ~~unit~~report confirming the product is NCHRP 350 or MASH compliant for the test level specified, or a copy of the FHWA eligibility letter, shall be furnished to the Engineer prior to the installation of the barrier.

#### (a) Placement

Temporary traffic barriers shall be located as shown on the plans or as directed. ~~Temporary traffic barriers used to close a lane of traffic shall be flared at the rates as shown on the plans for the applicable regulatory speed within the construction zone. If field conditions are such that the required flare rate cannot be utilized, the tapered alignment may be altered, with approval, to a 10:1 flare rate with a 20 ft minimum offset from the edge of the through traffic lane to the approaching end of the flared temporary traffic barrier. If field conditions are such that the 10:1 flare rate cannot be utilized, the tapered alignment may be further altered, with approval, to a 6:1 flare rate with the 20 ft minimum offset. Flare rates for ends of temporary traffic barriers at locations where a lane of traffic is not being closed to traffic or where the lane has already been closed shall be the same as above, however the minimum offset from the edge of the through traffic lane may be 10 ft. The use of flare rates sharper than those shown on the plans may require additional traffic control devices as directed.~~

~~Type 2 barriers shall not be intermixed with Type 1 or Type 3 barriers in any run. Type 2 barriers from different manufacturers shall not be intermixed in any run.~~Each run of temporary traffic barrier shall be installed and maintained such that abutting segments form a smooth continuous plane, except for the start and end of a flared section.

*The cross slope or side slope leading to and on which temporary traffic barrier is placed shall be 10:1 or flatter. For roadways other than freeways or interstates, if field conditions are such that the required slopes cannot be utilized, the temporary traffic barrier may be placed on a side slope of no steeper than 4:1, subject to approval prior to placement.*

*Temporary traffic barrier shall be flared at the rates as shown on plans for the applicable regulatory speed within the construction zone.*

*Where temporary traffic barrier is exposed to oncoming traffic and the approaching end is within the construction clear zone distance as shown on plans, an appropriate end treatment shall be placed in accordance with 801.10(e). Where required slopes and barrier flare rates are satisfied, the barrier may be extended beyond the construction clear zone distance without an end treatment.*

*Where temporary traffic barrier is placed adjacent to the front face of guardrail or concrete barrier, the approaching end of the temporary traffic barrier, including the end treatment, shall overlap a minimum distance beyond the end of the guardrail or concrete barrier as follow:*

1. 15 ft if adjacent guardrail terminated with a crashworthy end treatment,
2. 40 ft if adjacent guardrail terminated with a cable terminal anchor,
3. 100 ft if adjacent concrete barrier or cut guardrail.

*Where temporary traffic barrier is placed behind guardrail, no portion of the barrier shall be within 10 ft, measured from the front face of the guardrail. The approaching end of the barrier shall overlap a minimum distance beyond the end of the guardrail as described above. If field conditions are such that the required slopes or flare rate cannot be utilized, the temporary traffic barrier shall be placed adjacent to the front face of guardrail as described in this section.*

*Precast concrete barriers shall not be intermixed with precast concrete barriers of a different size or shape or with any non-concrete barrier in any run. Non-concrete barriers shall not be intermixed with barriers from different manufacturers in any run.*

### **(b) Connection**

*Precast concrete barriers used as Type 1, Type 2, andor Type 3 temporary traffic barriers sections shall be connected as shown on the plans and as follows:*

#### **1. Smooth Bar Hooks**

*1a. The adjacent butting barrier sections shall be placed end to end, with sufficient overlapping of the smooth bar hooks to allow placement of the connecting bolt or threaded rod and the top spacer.*

- 2b. The ~~adjacent~~ *abutting* ~~sections~~ *segments* shall then be moved in opposite directions for a sufficient distance to develop the maximum contact between the smooth bar hooks and the connecting bolt or threaded rod.
- 3c. The bottom spacer and nut shall then be placed as shown on the plans. The nut shall be sufficiently tightened to eliminate all gaps between the adjacent bolt heads, spacers, nuts, and washers which form the connection.

## **2. J-J Hook**

- a. *The abutting barrier segments shall be placed in accordance with the manufacturer's recommendations such that the J-J hooks are engaged.*
- b. *The abutting barrier segments shall then be moved in opposite directions for a sufficient distance to develop the maximum separation between the barrier sections.*

~~Type 1 and Type 3 precast units which have previously been cast meeting earlier Department standards may be used. The Contractor will be allowed to mix Type 1 and Type 3 units in a run as long as the units are in good condition and the connecting devices are compatible. If units meeting earlier Department standards are used, a 1 in. bolt will be allowed to link the units together. The spacer detail shall, however, be in accordance with the current standard. Units cast after March 1, 2003 shall be linked with the 1 1/4 in. bolt. Precast concrete barrier connecting devices shall not be intermixed.~~

~~Type 2~~ *Temporary traffic barriers other than precast concrete as described as Type 1 shall be connected as recommended by the barrier manufacturer.*

### **(c) Anchorage**

~~Type 1 and Type 3 temporary traffic barriers shall be anchored in accordance with the methods shown on the plans, at the locations described herein. Type 2 barriers shall be anchored as recommended by the barrier manufacturer and at locations described herein. Temporary concrete traffic barriers shall be anchored when located on or within 60 ft of a bridge, and along tapered alignments. Anchoring at locations in addition to those described herein will be required when directed.~~ *Temporary traffic barriers shall be anchored at the locations shown on the plans. Anchoring for precast concrete barriers described as Type 1 shall be as shown on the plans.*

*Anchoring all other barriers shall be in accordance with the associated NCHRP 350 or MASH crash test. A copy of the anchorage installation details shall be furnished to the Engineer prior to installation of the barrier.*

Chemical anchor systems with removable bolts, or mechanical anchors may be used to anchor ~~Type 1~~ barriers to bridge decks, concrete pavement, and concrete shoulders. Mechanical anchors may be ferrous or non-ferrous material. ~~All anchors shall have a shear strength of 10,000 lb and an ultimate pulloff strength of 6,500 lb.~~

SECTION 801, BEGIN LINE 475, DELETE AND INSERT AS FOLLOWS:

**(d) Delineation**

~~Type 1~~ *Temporary traffic* barriers used to separate two-way traffic shall be delineated with top mounted temporary barrier delineators and with side mounted delineators. The top mounted delineators shall be two-sided, shall be yellow, and shall be placed on every other section of barrier wall. The top mounted delineators shall be mounted perpendicular to the direction of traffic flow. The side mounted delineators shall be yellow and shall be mounted in accordance with 602.03(f).

Temporary traffic barriers in locations other than separating two-way traffic shall be delineated with either Type C construction warning lights or top mounted temporary barrier delineators and with side mounted barrier delineators. The Type C lights or the top mounted barrier delineators shall be spaced at the number of feet equal to the number of miles per hour in the ~~posted~~ *regulatory* speed limit with a minimum spacing of 20 ft. Bi-directional lenses will be required on the warning lights when the barrier is adjacent to a lane that is carrying alternating one-way traffic. The color of the barrier delineators shall be white when located on the right side of the traffic lane, and yellow when located on the left side of the traffic lane. The color of the barrier delineators shall be white when located adjacent to a lane that is carrying alternating one-way traffic.

SECTION 801, BEGIN LINE 499, DELETE AND INSERT AS FOLLOWS:

**(e) End Treatment**

Where possible, the ends of temporary traffic barriers shall be ~~flared~~ in accordance with 801.10(a). Where conditions do not allow the temporary traffic barrier to be ~~flared~~ in accordance with 801.10(a), appropriate end treatments shall be ~~incorporated to protect vehicles from the ends of the barriers. The end treatments shall have re-direct capability and shall meet the appropriate test level 2 or 3 NCHRP 350 crash test standards and be approved for use by the FHWA~~ *installed*. *All end treatments shall be installed parallel to traffic and the first segment of temporary traffic barrier immediately downstream shall be parallel to the end treatment. The end treatments shall be in accordance with 801.10.1.*

SECTION 801, BEGIN LINE 512, DELETE AND INSERT AS FOLLOWS:

**801.10.1 Construction Zone Energy Absorbing Terminal, CZ**

The construction zone energy absorbing terminal, CZ, shall ~~have passed NCHRP 350 level 3 crash test~~ *meet the test level 3 NCHRP 350 or MASH crash test criteria* for all Interstate and other construction sites having a ~~construction zone~~ *regulatory* speed limit *prior to construction* in excess of 45 mph. ~~and level 2~~ *The CZ shall meet test level 2 for non-Interstate construction sites having a regulatory speed limit prior to construction zone speed limit of 45 mph or less.* ~~All energy absorbing terminal, CZ, shall have redirect capabilities and shall be approved by the FHWA.~~

*All energy absorbing terminal, CZ, shall have redirect capabilities. A copy of the crash test report confirming the product is NCHRP 350 or MASH compliant for the test level specified, or a copy of the FHWA eligibility letter, shall be furnished to the Engineer prior to the installation of the unit.*

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## 805-T-078 ELECTRICAL INSULATION SEALANT

*(Revised 05-18-17)*

The electrical insulation sealant for cable or wire splices as described in 805.05 shall be chosen from the following list:

- (a) Star brite liquid electrical tape, manufactured by Star brite, Inc.
- (b) 3M Scotchkote Electrical Coating, manufactured by 3M Company
- (c) 10 Plyseal Insulating Mastic, manufactured by Plymouth Rubber Europa S.A.
- (d) or approved equal.

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## 901-M-065 PCC MATERIALS

*(Adopted 05-18-23)*

The Standard Specifications are revised as follows:

SECTION 901, BEGIN LINE 346, INSERT AS FOLLOWS:

**901.04 Silica Fume Used as a Pozzolanic Mineral Admixture****(a) General**

Silica fume will be accepted from one of the suppliers on the QPL of Pozzolan Sources. Silica fume from more than one of these suppliers shall not be mixed or used alternatively in the same construction unless authorized in writing. *Repulpable bags, shreddable bags, or any other type of bags or packaging shall not be incorporated into the concrete mixture.* Silica fume will be subject to random assurance sampling and testing by the Department. Failure of the random samples to meet the specified requirements will be cause for removal of the silica fume supplier from the QPL.

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## 921-M-067 PAVEMENT MARKING MATERIALS

(Adopted 06-15-23)

The Standard Specifications are revised as follows:

SECTION 921, BEGIN LINE 104, DELETE AND INSERT AS FOLLOWS:

**(e) Pavement Marking Beads**

~~A Type C certification in accordance with 916 shall be provided for the pavement marking beads.~~ Pavement marking beads and supplemental elements shall be selected from the QPL of Pavement Marking Beads.

SECTION 921, BEGIN LINE 124, DELETE AS FOLLOWS:

**4. Supplemental Elements**

These shall be for wet weather retro-reflectivity and shall be used for thermoplastic and multi-component longitudinal line markings but shall not exhibit a characteristic of toxicity referenced in AASHTO M 247. ~~The supplemental elements shall be selected from the QPL of Pavement Marking Beads.~~

~~A Type C certification in accordance with 916 shall be furnished for the supplemental elements.~~

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## 105-C-247 BRIDGE INSPECTION COORDINATION

(Revised 04-20-23)

The following bridge inspections are due to be performed by the Department's Bridge Inspection Office, or its authorized representative, on each bridge within the construction limits of the contract.

Structure Number	NBI Number	Location	Inspection Type	Last Inspection Date (MM/DD/YY)	Frequency (Mos.)	First Scheduled Inspection (MM/YY)	Second Scheduled Inspection (MM/YY)
NO BRIDGES WITHIN THE PROJECT LIMITS							

Each bridge inspection shall be included in the schedule of work in accordance with 108.04. Portions of each bridge replaced, reconstructed, or repaired will receive an initial inspection within 60 days of being opened to traffic.

The Department's onsite Engineer will notify the Department's Bridge Inspection Office by email when construction is complete for each phase for each bridge included in the contract. This notification will assist the Department's Bridge Inspection office schedule an initial bridge inspection. The notification will be directed to [inbridgeshelp@indot.in.gov](mailto:inbridgeshelp@indot.in.gov). The email notification will include the Contract Number, Des Number, NBI Number and Structure Number in the subject line.

Notice will be given no less than seven days prior to each bridge inspection. Access, coordination, and cooperation for the required bridge inspections shall be in accordance with 105.05.

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107-R-169 STATEMENTS ABOUT EXISTING CONDITIONS OF UTILITIES, ADDITIONAL  
RIGHT-OF-WAY, AND ENCROACHMENTS

(Revised 05-20-23)

The Standard Specifications are revised as follows:

SECTION 107, AFTER LINE 762, INSERT AS FOLLOWS:

**107.26 Existing Conditions of Utilities, Additional Right-of-Way, and Encroachments**  
Such existing conditions are as described below.

**(a) Utilities**

*The status of all utility companies and organizations potentially involved with the work to be performed are described below as know at the time this contract was prepared.*

**1. Des 2001966 (Lead)**

*The facilities of Bartholomew County REMC exist within the project limits but are not expected to be affected by the proposed construction. BCREMC maintains an active three phase overhead primary line running east to west along the north side of SR 58. The voltage of primary conductor is 7200/12470. The overhead line can be de-energized in place. See work plan for additional details. If questions arise, Devin Thomas of the utility may be contacted at 812-372-2546/ 812-418-5026 or [dthomas@bcremc.com](mailto:dthomas@bcremc.com). This work plan was approved 9/16/24.*

*The facilities of AT&T exist within the project limits but are not expected to be affected by the proposed construction. ATT maintains active aerial copper facilities underbuilt on power poles running east to west along the north side of SR 58. See work plan for additional details. If questions arise, Troy Bishop of the utility may be contacted at 812-376-2887/ 812-390-7253 or [tb2932@att.com](mailto:tb2932@att.com). This work plan was approved 9/16/24.*

*The facilities of Comcast exist within the project limits but are not expected to be affected by the proposed construction. Comcast maintains active aerial copper and fiber optic facilities underbuilt on power poles running east to west along the north side of SR 58. See work plan for additional details. If questions arise, Steve Mcartor of the utility may be contacted at 317-516-2361/ 812-360-3090 or [steve\\_mcartor@cable.comcast.com](mailto:steve_mcartor@cable.comcast.com). This work plan was approved 9/16/24.*

*The facilities of CenterPoint Energy Gas Distribution exist within the project limits but are not expected to be affected by the proposed construction. CenterPoint maintains active 2" medium pressure (60 PSIG) plastic gas main running east to west along the south side of SR 58. See work plan for additional details. If questions arise, Timmy Langston of the utility may be contacted at 812-348-6703 or [timothy.langston@CenterPointEnergy.com](mailto:timothy.langston@CenterPointEnergy.com). This work plan was approved 9/16/24.*

*The facilities of Columbus Utilities exist within the project limits but are not expected to be affected by the proposed construction. Columbus Utilities maintains an active 12" PVC water main within the INDOT right of way on the north side of SR 58, along with an active 8" gravity sewer running east to west along the north side of SR 58 and crossing SR 58 to the east of the structure. Columbus Utilities maintain an inactive 10" ductile iron water main in SR 58. The inactive 10" line may be encountered during construction. The contractor shall cut, remove and cap portions of the abandoned water line in conflict. The cost associated with removal of the inactive line shall be included in the cost of the structure. See work plan for additional details. If questions arise, Ashley Getz of the utility may be contacted at 812-372-8861/ 812-799-6271 or [agetz@columbusutilities.org](mailto:agetz@columbusutilities.org). This work plan was approved 9/16/24.*

## **2. Des 2001977**

*The facilities of Duke Energy exist within the project limits but are not expected to be affected by the proposed construction. Duke Energy maintains a 12.47/7.2kV 3-phase overhead electric on the west wide of SR 9 within the project area. Cast in place construction methods may be required to maintain proper OSHA clearances with the existing Duke Energy line. See work plan for additional details. If questions arise, Clay Carrie of the utility may be contacted at 812-887-3751 or [clay-carrie@duke-energy.com](mailto:clay-carrie@duke-energy.com). This work plan was approved 9/17/24.*

*The facilities of Comcast exist within the project limits, but are not expected to be affected by the proposed construction. Comcast maintains an active aerial fiber underbuilt on power poles running along the west side of SR 9 from STA. 10+00 to STA. 16+00. If questions arise, Richard Miller of the utility may be contacted at 317-945-2670 or [richard\\_miller@cable.comcast.com](mailto:richard_miller@cable.comcast.com). In case of emergency contact Scott Templeton 317-516-2356. This work plan was approved 9/17/24.*

*The facilities of Zayo exist within the project limits. Zayo maintains an 1.25" HDPE conduit and fiber optic cable along the west side of SR 9 within INDOT ROW running north to south. The utility will be able to complete its involvement with the contract when the Contractor has completed clearing and staking (100' increments) along the west side of the project area such that the utility may adjust its facilities. See work plan for additional details. It is anticipated that the utility will take approximately 120 calendar days to adjust its facilities in such area. If questions arise, Waylon Higgins of the utility may be contacted at 765-341-1199 or 317-714-5848 or [Waylon.higgins@zayo.com](mailto:Waylon.higgins@zayo.com). This work plan was approved 9/17/24.*

**3. Des 2001980**

The facilities of Duke Energy Distribution exist within the project limits, but are not expected to be affected by the proposed construction. Duke Energy maintains an active 12.47/7.2kV overhead electric facilities within the project area. Cast in place construction methods may be required to maintain proper OSHA clearances with the existing Duke Energy line. See work plan for additional details. If questions arise, Clay Carrie of the utility may be contacted at 812-887-3751 or [clay.carrie@duke-energy.com](mailto:clay.carrie@duke-energy.com). This work plan was approved 9/17/24.

The facilities of Duke Energy Fiber exist within the project limits. Duke Fiber maintains a buried fiber optic and plastic ducts along the west side of SR 11. The utility will be able to complete its involvement with the contract when the Contractor has completed clearing and staking of the right of way such that the utility may adjust its facilities. It is anticipated that the utility will be able to begin construction 21 days after notice of clearing and staking is complete and take approximately 75 days to adjust its facilities in such area. See work plan for additional details. If questions arise, Chris Gee of the utility may be contacted at 513-287-2606/ 513-675-2055 or [Chris.Gee@Duke-Energy.com](mailto:Chris.Gee@Duke-Energy.com). This work plan was approved 9/17/24.

The facilities of AT&T exist within the project limits, but are not expected to be affected by the proposed construction. AT&T maintains an active aerial copper cable within the project area. See work plan for additional details. If questions arise, Troy Bishop of the utility may be contacted at 812-376-2887/ 812-390-7253 or [tb2932@.com](mailto:tb2932@.com). This work plan was approved 9/17/24.

The facilities of Zayo exist within the project limits. Zayo maintains a 1.25" HDPE conduit, fiber optic cable, and a handhole within the project area. The utility will be able to complete its involvement with the contract when the Contractor has completed clearing and staking of the right of way from STA 13+00 RT to STA 18+00 RT such that the utility may adjust its facilities. It is anticipated that the utility will begin 15 days after the notice of clearing and staking is complete and take approximately 45 calendar days to adjust its facilities in such area. See work plan for additional details. If questions arise, Waylon Higgins of the utility may be contacted at 765-341-1199 or [Waylon.higgins@zayo.com](mailto:Waylon.higgins@zayo.com). This work plan was approved 9/17/24.

**4. Des 2001985**

The facilities of Hoosier Energy Transmission Electric exist within the project limits, but are not expected to be affected by the proposed construction. Hoosier Energy maintains a 161kV single pole electric transmission line along the east side of the project area. See work plan for additional detail. If questions arise, Tim Emmel of the utility may be contacted at 812-876-0545/ 812-318-0141 or [temmel@hepn.com](mailto:temmel@hepn.com). In case of emergency contact Brett Stephens at 812-327-1496. This work plan was approved 8/13/24.

The facilities of Decatur County REMC exist within the project limits, but are not expected to be affected by the proposed construction. Decatur County REMC maintains a 12.47/7.2kV three phase overhead electric distribution line along the west side of SR 3. See work plan for additional detail. If questions arise, Chris Gallaway of the utility may be contacted at 812-222-0605/ 507-841-3942 or [cgallaway@dcremc.com](mailto:cgallaway@dcremc.com). This work plan was approved 8/13/24.

*The facilities of Frontier exist within the project limits. Frontier maintains a buried copper cable running south to north along the west side of SR 3. The utility will be able to complete its involvement with the contract when the Contractor has completed staking of the right of way for all vertices at a minimum of 100' intervals along the west right of way; as shown in the work plan. It is anticipated that the utility will take approximately 60 calendar days to adjust its facilities in such area. See approved work plan for additional details. If questions arise, Jake McCoy of the utility may be contacted at 317-774-6578 or [Jake.McCoy@ftr.com](mailto:Jake.McCoy@ftr.com). In case of emergency contact Kenny Biddle at 812-201-0131. This work plan was approved 8/13/24.*

*The facilities of Jennings Water Corporation exist within the project limits. Jennings Water maintains an existing 8" active water main along the east side of SR 3. The utility will install valves to abandon the portion of the line in conflict. This work will be completed prior to the start of construction. The contractor will verify with Jennings Water Corporation that the portion of the water line in conflict has been abandoned prior to the start of work. It is anticipated that the utility will begin 15 days after the clearing and staking is complete and take approximately 30 calendar days to adjust its facilities in such area. See work plan for additional detail. If questions arise, Russel Richardson of the utility may be contacted at 812-346-5874/ 812-528-3248 and [russ@jenningswater.com](mailto:russ@jenningswater.com). This work plan was approved 9/17/24.*

### **5. Des 2002302**

*The facilities of Bartholomew County REMC exist within the project limits but are not expected to be affected by the proposed construction. Bartholomew Co. REMC maintains a 12.47/7.2kV three-phased overhead distribution. If questions arise, Colton Carden of the utility may be contacted at 812-344-6216 or [ccarden@bcremc.com](mailto:ccarden@bcremc.com). This work plan was approved 8/13/24.*

*The facilities of Duke Energy Transmission exist within the project limits but are not expected to be affected by the proposed construction. Duke Energy Transmission maintains a 138kV line running across SR 46, north of the project area. If questions arise, Zach Boston of the utility may be contacted at 317-838-1053 or [dei-tline-coord@duke-energy.com](mailto:dei-tline-coord@duke-energy.com). This work plan was approved 8/13/24.*

*The facilities of AT&T Distribution exist within the project limits but are not expected to be affected by the proposed construction. AT&T maintains a copper cable crossing SR 46 along the south side of CR 100 S. If questions arise, Troy Bishop of the utility may be contacted at 812-376-2887 or [tb2932@att.com](mailto:tb2932@att.com). This work plan was approved 8/13/24.*

#### **(b) Right-of-Way**

*All additional right-of-way requirements for the contract have been cleared.*

#### **(c) Encroachments**

*There is no involvement of encroachments for the contract.*

***(d) Other Noteworthy Conditions***

*There are no other noteworthy conditions which may affect the prosecution and progress of the contract.*

***(e) Preconstruction Conference Notification***

*The Contractor shall provide notification during the preconstruction conference about known corrections to or omissions of the information presented in 107.26(a) through 107.26(d) above. Otherwise, notification shall be provided as required in 105.06. Notifications regarding such corrections or omissions shall not alleviate the Contractor's inquiry or interpretation obligations as contained in 105 IAC 11-3-7.*

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108-C-092 FAILURE TO COMPLETE ON TIME FOR RESTRICTION – TWO OR MORE LOCATIONS

*(Revised 05-20-23)*

The Standard Specifications are revised as follows:

SECTION 108, AFTER LINE 623, INSERT AS FOLLOWS:

*The work specified shall be arranged and prosecuted such that traffic is restricted at the locations listed below for not longer than the number of calendar days shown on the Proposal page for each location. Traffic shall not be restricted before April 1, 2025.*

*If the necessary work is not completed and the locations listed below are not reopened to unrestricted traffic within the specified number of calendar days shown on the Proposal page for each location after restricting traffic, liquidated damages will be assessed, not as a penalty, but as damages sustained for each calendar day for which traffic remains restricted in excess of the number shown on the Proposal page for each structure.*

LOCATION	LIQUIDATED DAMAGES
<u>SR 58 DES 2001966</u>	<u>\$3,000</u>
<u>SR 46/9 DES 2002302</u>	<u>\$3,000</u>
_____	\$_____

*Extension of contract time, if required, shall be in accordance with 108.08.*

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## 108-C-093 FAILURE TO COMPLETE ON TIME FOR ROAD CLOSURE

*(Revised 05-20-23)*

The Standard Specifications are revised as follows:

## SECTION 108, AFTER LINE 623, INSERT AS FOLLOWS:

*The work specified shall be arranged and prosecuted such that SR 9 DES 2001977 is closed to traffic for not longer than the number of consecutive calendar days shown on the Proposal page. The road shall not be closed before April 1, 2025.*

*If the necessary work is not completed and SR 9 DES 2001977 is not reopened to traffic within the number of calendar days for closure shown on the Proposal page, \$3,000 will be assessed as liquidated damages, not as a penalty, but as damages sustained for each calendar day for which SR 9 DES 2001977 remains closed to traffic in excess of the number shown on the Proposal page.*

*Extension of contract time, if required, shall be in accordance with 108.08.*

## 108-C-093 FAILURE TO COMPLETE ON TIME FOR ROAD CLOSURE

*(Revised 05-20-23)*

The Standard Specifications are revised as follows:

## SECTION 108, AFTER LINE 623, INSERT AS FOLLOWS:

*The work specified shall be arranged and prosecuted such that SR 3 DES 2001985 is closed to traffic for not longer than the number of consecutive calendar days shown on the Proposal page. The road shall not be closed before April 1, 2025.*

*If the necessary work is not completed and SR 3 DES 2001985 is not reopened to traffic within the number of calendar days for closure shown on the Proposal page, \$3,000 will be assessed as liquidated damages, not as a penalty, but as damages sustained for each calendar day for which SR 3 DES 2001985 remains closed to traffic in excess of the number shown on the Proposal page.*

*Extension of contract time, if required, shall be in accordance with 108.08.*

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## 400-R-680 QC/QA SAMPLING AND TESTING ON 401 AND 410 PAY ITEMS

(Adopted 06-21-18)

Each location shown in the table below that has a quantity less than 300 t per item number will be accepted by a type D certification in accordance with 402.09. Compaction of mixtures at locations shown in the table below that have an original contract pay item quantity less than 300 t per item number shall be in accordance with 402.15, except rollers shall not be operated in vibratory mode for mixtures in accordance with 410.

Pay Item Number	401-000002	401-000038	401-000047	401-00004	401-000041
Pay Item Description	QC/QA-HMA 3.58H Surface 9.5mm	QC/QA-HMA 3.58S Base 25.0 mm Intermediate 19.0 mm	QC/QA-HMA 3.58S Base 25.0 mm	QC/QA-HMA 3.58H Surface 9.5mm	QC/QA-HMA 3.58H Surface 19.0mm
Des No. and Location	2001966 SR 58 RP 121+95	2001966 SR 58 RP 121+95	2001966 SR 58 RP 121+95		
Quantity	74.0	35.0	84.0		
Des No. and Location	2001977 SR 9 RP 14+80	2001977 SR 9 RP 14+80	2001977 SR 9 RP 14+80		
Quantity	39.0	19.0	46.0		
Des No. and Location	2001980 SR 11 RP 49+70	2001980 SR 11 RP 49+70	2001980 SR 11 RP 49+70		
Quantity	38.0	22.0	54.0		
Des No. and Location			2001985 SR 3 RP 49+80	2001985 SR 3 RP 49+80	2001985 SR 3 RP 49+80
Quantity			115.0	47.0	35.0
Des No. and Location			2002302 SR 9/46 RP 98+72	2002302 SR 9/46 RP 98+72	2002302 SR 9/46 RP 98+72
Quantity			67.0	53.0	21.0
Des No. and Location					
Quantity					

## 801-T-212 TEMPORARY SIGNAL TIMING PLAN

(Adopted 12-17-15)

Intersection: Des 2002302

Contract No.:R-43334

Official Action #:

Controller Type:

 Temporary Traffic Signal  Portable Traffic Signal

Intersection Operation:

 Pre-Timed  Semi-Actuated  Fully Actuated

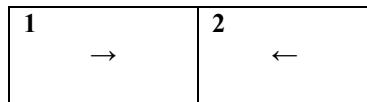
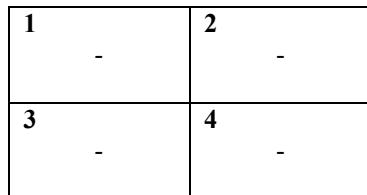
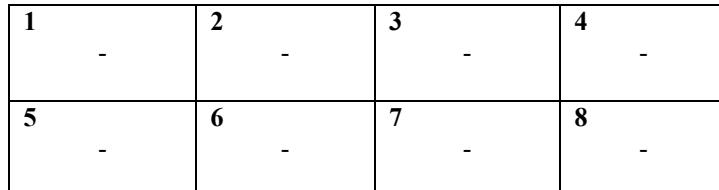
Preemption:

 None  Railroad  Emergency Vehicle

Interconnection:

 None  Radio  Fiber-Optic Other

Pedestrian Phasing:

 Yes  NoPhase Diagram Two Phase Four Phase Eight PhaseSignal Timing Parameters

Phase Number	1	2					
Minimum Green	15	15					
Yellow	5	5					
All Red	60	601					
Max. Green 1	60	60					
Max. Green 2							

Other Instructions:

Signals On:

Signals Flash:

Prepared by: Michael Breach, PE  
Title: Project Engineer

## SIGNAL CABLE DETECTOR LEAD-IN REMOVE AND REPLACE

Existing loop detector lead-in cables shall be salvaged for reuse. Cables shall be labeled, disconnected and pulled back through the adjacent handhole and into the handhole west of the culvert. Cables shall be coiled and stored in that handhole for reinstallation later.

Once the new structure is placed and backfilled, new conduit, new detector housings are complete and new loops sawn, the existing lead-in cables shall be reinstalled and connected.

No changes in loop tagging labels will be required. All wiring shall be installed as shown on the plans in accordance with 805.07, 805.08 and 805.09.

The cost of all work and hardware to reinstall salvaged loop detector lead-in cables will not be paid for separately but shall be included in the cost of other pay items in accordance with 807.19.

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WATERWAY RESTRICTIONS  
Des 2001977, 2001980 and 2001985

In-channel excavation shall not occur between April 1st and June 30th without the prior written approval of the Indiana Department of Natural Resources, Division of Fish and Wildlife.

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## COORDINATION WITH SCHOOL CORPORATIONS AND EMERGENCY SERVICES

School corporations and emergency services shall be contacted at least two weeks prior to any construction that may block or limit access.

For Des 2001966, 2001977, 2001980 and 2002302 the contacts are:

Bartholomew County Consolidated School Corporation  
1200 Central Avenue, Columbus IN 47201  
812-376-4234

Bartholomew County EMS  
131 S Cherry Street, Columbus, IN, 47201  
Phone (812) 379-1680

Bartholomew County Sheriff's Office  
543 Second Street, Columbus, IN 47201  
Phone (812) 379-1650

For Des 2001985 the contacts are:

Jennings County School Corporation  
34 W Main Street, North Vernon IN 47265  
812-346-4483

Jennings County EMS  
925 S State Street, North Vernon, IN, 47265  
Phone (812) 346-4715

Jennings County Sheriff's Office  
925 S State Street, North Vernon, IN 472265  
Phone (812) 346-8642

Coordination efforts shall be included in the cost of other items.

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CAST IN PLACE CONCRETE HEADWALL, CUT-OFF WALL AND WINGWALLS  
Des 2001980

Duke Energy's overhead powerline crosses over the top of the downstream end of the structure. This line cannot be de-energized or relocated for construction. The Contractor shall place box culvert sections and slide the sections underneath the powerline. The Contractor shall cast-in-place the concrete headwall, cutoff wall and wingwalls components on that end of the structure.

The Contractor may elect to present an alternative method using precast components and an installation method that does not use equipment which would encroach upon the existing powerline. The Contractor shall coordinate directly with Duke Energy to determine a suitable alternative acceptable to Duke Energy and the Department. This coordination shall be included in the cost of the structures being placed.

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BAT AVOIDANCE AND MITIGATION MEASURES

Specific avoidance and minimization measures, AMMs, related to the Indiana bat (*Myotis sodalis*) and Northern long-eared bat, NLEB (*Myotis septentrionalis*) required for this contract shall be as follows:

General AMM 1 - All operators, employees, and contractors working in areas of known or presumed bat habitat shall be aware of all Transportation Agency environmental commitments, including all applicable AMMs.

Lighting AMM 1 - Temporary lighting shall be directed away from suitable habitat during the active season.

Tree Removal AMM 1 - To the extent practicable, all phases and aspects of the project, such as temporary work areas, shall be modified to avoid tree removal in excess of what is required to implement the project safely.

Tree Removal AMM 2 - Time of year restrictions for tree removal shall be applied when bats are not likely to be present or tree removal shall be limited to 10 or fewer trees per project at any time of year within 100 ft of existing road or rail surfaces and outside of documented roosting and foraging habitat or travel corridors. A visual emergence survey shall be conducted with no bats observed. Tree removal may not occur during the active season for bats, from April 1st through September 30th.

Tree Removal AMM 3 - Tree removal shall be limited to that shown on the plans. Bright orange flagging or fencing shall be installed prior to any tree clearing to ensure contractors stay within the clearing limits.

Hibernacula AMM 1 - To avoid impacts to possible hibernacula, on-site personnel of projects located within karst areas shall use best management practices, secondary containment measures, or other standard spill prevention and countermeasures. A 300 ft buffer shall, where practicable, be employed to separate fueling areas and other major containment risk activities from caves, sinkholes, losing streams, and springs in karst topography.

The active season for the bats is April 1 through September 30.

"Suitable habitat" refers to the summer or winter habitat that is appropriate for use by the Indiana bat or NLEB and may be known or unknown in terms of documented use.

"Trees" in accordance with this special provision is a pure stand of trees that are 3 in. dbh or greater, which are not mixed with larger trees or a mixed stand of trees less than 1,000 ft from a forested or wooded area.

Tree removal shall be in accordance with 201.02 and as shown on the plans. If tree removal beyond that shown on the plans is required, the Contractor shall obtain approval from the Engineer and the appropriate district Environmental Services Department before proceeding. Trees shall not be removed from wetlands or floodplain areas.

Suitable roosting sites shall remain after the structure work is complete.

At the pre-construction conference, in accordance with 108.04, the Contractor shall provide documentation that the Contractor's employees and subcontractors that will be present on the project site are aware of the environmental commitments and AMMs.

All costs associated with the bat AMMs shall be included in the cost of other items.

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CAST IN PLACE CONCRETE HEADWALL, CUT-OFF WALL AND WINGWALLS  
Des 2001977

The concrete headwall, cutoff wall and wingwalls are within 10 ft horizontal distance of Duke Energy's overhead powerline. This line cannot be de-energized or relocated for construction. The Contractor shall cast-in-place these structural components on that end of the structure.

The Contractor may elect to present an alternative method using precast components. The Contractor shall coordinate directly with Duke Energy to determine a suitable alternative acceptable to Duke Energy and the Department.

This coordination shall be included in the cost of the structures being placed.

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TEMPORARY SHORING

**Description**

This work shall consist of constructing temporary shoring during box culvert replacement activities in accordance with 105.03.

**Construction Requirements**

Construction and placement shall be in accordance with 203. The Contractor shall submit working drawings and design computations for the temporary shoring in accordance with 105.02. No removal of the existing excavation shall be performed until the working drawings are approved by the Engineer. Temporary shoring shall be removed to a minimum 2 ft below finished grade after all restoration work has been completed.

**Method of Measurement**

Temporary shoring will not be measured for payment.

**Basis of Payment**

Temporary shoring will be paid for at the contract unit price per lump sum, and include work required for both sides of the structure.

Payment will be made under:

Pay Item	Pay Unit Symbol
Temporary Shoring.....	LS

The cost for construction, working drawings, structural analysis, placement, excavation, materials, removal, and all other incidentals shall be included in the cost of temporary shoring.

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ROAD CROSSING FOR PUMP AROUND DISCHARGE HOSE  
Des 2001966 and 2002302

**Description**

This work shall consist of providing a location to place the pump around discharge hoses across SR 58 and SR 46/9 in accordance with 105.03.

**Materials**

Materials shall be in accordance with 715.02 for open cut pipe installation or 716.02 for trenchless pipe installation.

Grout material shall be Class A concrete in accordance with 702.02 or non-removable flowable backfill in accordance with 213.02.

Hose ramps shall be as approved by the Engineer.

**Pre-Construction Activities**

The Contractor shall include the proposal to complete this work in the Stormwater Quality Control Plan in accordance with 205.03. The proposal shall be submitted to the Engineer a minimum of two weeks prior to the start of construction. No items required for the pump around shall be placed prior to approval by the Engineer. The Contractor shall be responsible for amending the Construction Stormwater General Permit if the proposed strategy does not meet the conditions of the approved permit.

**Construction Requirements**

Methods to provide the crossing include installing pipes under the roadway or the use of hose ramps. Additional strategies may be as approved by the Engineer.

Pipes shall be sized such that the discharge hoses required for the pump around can be placed through or connected to each end of the pipe. Pipes may be placed by open cut or trenchless installation. Once the pump around is removed, the pipe shall be removed in accordance with 202.04, or abandoned and grout filled.

Hose ramps shall be the full roadway width and shall be rated for the construction zone design speed. Additional construction signage may be required as directed by the Engineer.

Open cut installation shall be in accordance with 715.03 through 715.12. Trenchless installation shall be in accordance with 716.03.

Pipe to be plugged and filled shall be clear of debris prior to commencement of work. Pipe abandoned in place shall be capped in accordance with 720.05 and filled with grout in accordance with 213.07 until refusal.

Hose ramps shall be placed in accordance with the manufacturer's specifications.

**Method of Measurement**

Road crossing for pump around discharge hoses will not be measured for payment. Additional construction signs for hose ramps will be measured in accordance with 801.17.

**Basis of Payment**

The cost of Road Crossing for Pump Around Discharge Hoses including excavation, non-removable flowable backfill, concrete, holes drilled for non-removable flowable backfill, asphalt patching, trenchless pipe installation, hose ramps, maintenance of traffic, and necessary incidentals shall be included in the cost of the Pump Around.

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## ROAD CLOSURES FOR SMALL STRUCTURE REPLACEMENT

The road closures for Des 2001977, Des 2001980 and Des 2001985 shall not occur at the same time. Each road closure shall be completed, and the road reopened to unrestricted traffic, before implementing the next road closure.

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**INDIANA DEPARTMENT  
OF  
TRANSPORTATION**

**CONTRACT INFORMATION  
BOOK (CIB)**

***PART II***

**CONSTRUCTION DRAWINGS**

**CONTRACT NO. \_\_\_\_\_**