

# 131

**Letting March 9, 2018**

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



**Illinois Department  
of Transportation**

**Springfield, Illinois 62764**

**Contract No. 61D29  
MCHENRY County  
Section 10-00377-00-BR  
Route CH 47 (DeErpass Road)  
Project 0111-060 ()  
District 1 Construction Funds**

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)



## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. March 9, 2018 at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 61D29  
MCHENRY County  
Section 10-00377-00-BR  
Project 0111-060 ()  
Route CH 47 (DeErpass Road)  
District 1 Construction Funds**

**Remove two bridges, and the construction of a single bridge to carry Deerpass Road over the north branch of the Kishwaukee River, 0.7 miles north of Illinois Route 176.**

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

By Order of the  
Illinois Department of Transportation

Randall S. Blankenhorn,  
Secretary

**INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS**

Adopted January 1, 2018

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

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

**SUPPLEMENTAL SPECIFICATIONS**

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CHECK SHEET  
FOR  
RECURRING SPECIAL PROVISIONS

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

RECURRING SPECIAL PROVISIONS

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CHECK SHEET  
FOR  
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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## BDE SPECIAL PROVISIONS

The following special provisions indicated by an "X" are applicable to this contract. An \* indicates a new or revised special provision for the letting.

| <u>File Name</u> | <u>Pg.</u> |   | <u>Special Provision Title</u>   | <u>Effective</u> | <u>Revised</u> |
|------------------|------------|---|--|------------------|----------------|
| 80099            |            |   | Accessible Pedestrian Signals (APS)  | April 1, 2003    | Jan. 1, 2014   |
| 80382            |            |   | Adjusting Frames and Grates  | April 1, 2017    |                |
| 80274            |            |   | Aggregate Subgrade Improvement   | April 1, 2012    | April 1, 2016  |
| 80192            |            |   | Automated Flagger Assistance Device  | Jan. 1, 2008     |                |
| 80173            |            |   | Bituminous Materials Cost Adjustments  | Nov. 2, 2006     | Aug. 1, 2017   |
| 80241            |            |   | Bridge Demolition Debris   | July 1, 2009     |                |
| 50261            |            |   | Building Removal-Case I (Non-Friable and Friable Asbestos)                           | Sept. 1, 1990    | April 1, 2010  |
| 50481            |            |   | Building Removal-Case II (Non-Friable Asbestos)                                      | Sept. 1, 1990    | April 1, 2010  |
| 50491            |            |   | Building Removal-Case III (Friable Asbestos)   | Sept. 1, 1990    | April 1, 2010  |
| 50531            |            |   | Building Removal-Case IV (No Asbestos)   | Sept. 1, 1990    | April 1, 2010  |
| 80366            |            |   | Butt Joints  | July 1, 2016     |                |
| 80386            |            |   | Calcium Aluminate Cement for Class PP-5 Concrete Patching                            | Nov. 1, 2017     |                |
| * 80396          |            |   | Class A and B Patching   | Jan. 1, 2018     |                |
| 80384            | 76         | X | Compensable Delay Costs  | June 2, 2017     |                |
| 80198            |            |   | Completion Date (via calendar days)  | April 1, 2008    |                |
| 80199            |            |   | Completion Date (via calendar days) Plus Working Days                                | April 1, 2008    |                |
| 80293            |            |   | Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet              | April 1, 2012    | July 1, 2016   |
| 80311            |            |   | Concrete End Sections for Pipe Culverts  | Jan. 1, 2013     | April 1, 2016  |
| 80277            |            |   | Concrete Mix Design – Department Provided  | Jan. 1, 2012     | April 1, 2016  |
| 80261            | 80         | X | Construction Air Quality – Diesel Retrofit   | June 1, 2010     | Nov. 1, 2014   |
| 80387            |            |   | Contrast Preformed Plastic Pavement Marking  | Nov. 1, 2017     |                |
| 80029            | 83         | X | Disadvantaged Business Enterprise Participation                                      | Sept. 1, 2000    | July 2, 2016   |
| * 80378          |            |   | Dowel Bar Inserter   | Jan. 1, 2017     | Jan. 1, 2018   |
| 80388            | 94         | X | Equipment Parking and Storage  | Nov. 1, 2017     |                |
| 80229            |            |   | Fuel Cost Adjustment   | April 1, 2009    | Aug. 1, 2017   |
| 80304            |            |   | Grooving for Recessed Pavement Markings  | Nov. 1, 2012     | Nov. 1, 2017   |
| 80246            | 95         | X | Hot-Mix Asphalt – Density Testing of Longitudinal Joints                             | Jan. 1, 2010     | April 1, 2016  |
| * 80347          |            |   | Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits - Jobsite Sampling | Nov. 1, 2014     | Jan. 1, 2018   |
| 80383            |            |   | Hot-Mix Asphalt – Quality Control for Performance                                    | April 1, 2017    | Nov. 1, 2017   |
| 80376            | 96         | X | Hot-Mix Asphalt – Tack Coat  | Nov. 1, 2016     |                |
| * 80392          | 97         | X | Lights on Barricades   | Jan. 1, 2018     |                |
| 80336            |            |   | Longitudinal Joint and Crack Patching  | April 1, 2014    | April 1, 2016  |
| * 80393          |            |   | Manholes, Valve Vaults, and Flat Slab Tops   | Jan. 1, 2018     | March 2, 2018  |
| 80045            |            |   | Material Transfer Device   | June 15, 1999    | Aug. 1, 2014   |
| * 80394          |            |   | Metal Flared End Section for Pipe Culverts   | Jan. 1, 2018     |                |
| 80165            |            |   | Moisture Cured Urethane Paint System   | Nov. 1, 2006     | Jan. 1, 2010   |
| 80349            |            |   | Pavement Marking Blackout Tape   | Nov. 1, 2014     | April 1, 2016  |
| 80371            |            |   | Pavement Marking Removal   | July 1, 2016     |                |
| * 80390          | 99         | X | Payments to Subcontractors   | Nov. 2, 2017     |                |
| 80377            | 100        | X | Portable Changeable Message Signs  | Nov. 1, 2016     | April 1, 2017  |
| 80389            | 101        | X | Portland Cement Concrete   | Nov. 1, 2017     |                |
| 80359            | 102        | X | Portland Cement Concrete Bridge Deck Curing  | April 1, 2015    | Nov. 1, 2017   |
| 80385            |            |   | Portland Cement Concrete Sidewalk  | Aug. 1, 2017     |                |
| 80300            |            |   | Preformed Plastic Pavement Marking Type D - Inlaid                                   | April 1, 2012    | April 1, 2016  |
| 80328            | 104        | X | Progress Payments  | Nov. 2, 2013     |                |
| 34261            |            |   | Railroad Protective Liability Insurance  | Dec. 1, 1986     | Jan. 1, 2006   |
| 80157            |            |   | Railroad Protective Liability Insurance (5 and 10)                                   | Jan. 1, 2006     |                |

| <u>File Name</u> | <u>Pg.</u> | <u>Special Provision Title</u>   | <u>Effective</u> | <u>Revised</u> |
|------------------|------------|--|------------------|----------------|
| * 80306          |            | Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)  | Nov. 1, 2012     | Jan. 1, 2018   |
| * 80395          |            | Sloped Metal End Section for Pipe Culverts   | Jan. 1, 2018     |                |
| 80340            |            | Speed Display Trailer  | April 2, 2014    | Jan. 1, 2017   |
| 80127            | 105        | X Steel Cost Adjustment  | April 2, 2014    | Aug. 1, 2017   |
| * 80391          | 108        | X Subcontractor Mobilization Payments  | Nov. 2, 2017     |                |
| 80317            |            | Surface Testing of Hot-Mix Asphalt Overlays  | Jan. 1, 2013     | April 1, 2016  |
| 80298            |            | Temporary Pavement Marking (NOTE: This special provision was previously named "Pavement Marking Tape Type IV".)                | April 1, 2012    | April 1, 2017  |
| 20338            | 109        | X Training Special Provision   | Oct. 15, 1975    |                |
| * 80318          |            | Traversable Pipe Grate for Concrete End Sections (Note: This special provision was previously named "Traversable Pipe Grate".) | Jan. 1, 2013     | Jan. 1, 2018   |
| 80288            | 112        | X Warm Mix Asphalt   | Jan. 1, 2012     | April 1, 2016  |
| 80302            | 114        | X Weekly DBE Trucking Reports  | June 2, 2012     | April 2, 2015  |
| 80071            |            | Working Days   | Jan. 1, 2002     |                |

The following special provisions are in the 2018 Supplemental Specifications and Recurring Special Provisions.

| <u>File Name</u> | <u>Special Provision Title</u>                                  | <u>New Location</u>                          | <u>Effective</u> | <u>Revised</u> |
|------------------|---|--|------------------|----------------|
| 80368            | Light Tower   | Article 1069.08                              | July 1, 2016     |                |
| 80369            | Mast Arm Assembly and Pole                                      | Article 1077.03(a)(1)                        | July 1, 2016     |                |
| 80338            | Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching | Recurring CS #35                             | April 1, 2014    | April 1, 2016  |
| 80379            | Steel Plate Beam Guardrail                                      | Articles 630.02, 630.05, 630.06, and 630.08  | Jan. 1, 2017     |                |
| 80381            | Traffic Barrier Terminal, Type 1 Special                        | Article 631.04                               | Jan. 1, 2017     |                |
| 80380            | Tubular Markers   | Articles 701.03, 701.15, 701.18, and 1106.02 | Jan. 1, 2017     |                |

## GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: January 19, 2018 Letting

| Pg # | √ | File Name | Title  | Effective      | Revised      |
|------|---|-----------|--|----------------|--------------|
|      |   | GBSP 4    | Polymer Modified Portland Cement Mortar                                  | June 7, 1994   | Apr 1, 2016  |
|      |   | GBSP 12   | Drainage System  | June 10, 1994  | Jun 24, 2015 |
|      |   | GBSP 13   | High-Load Multi-Rotational Bearings                                      | Oct 13, 1988   | Apr 1, 2016  |
|      |   | GBSP 14   | Jack and Remove Existing Bearings  | April 20, 1994 | Jan 1, 2007  |
|      |   | GBSP 15   | Three Sided Precast Concrete Structure                                   | July 12, 1994  | Dec 21, 2016 |
|      |   | GBSP 16   | Jacking Existing Superstructure  | Jan 11, 1993   | Jan 1, 2007  |
|      |   | GBSP 17   | Bonded Preformed Joint Seal  | July 12, 1994  | Jan 1, 2007  |
|      |   | GBSP 18   | Modular Expansion Joint  | May 19, 1994   | Dec 29, 2014 |
|      |   | GBSP 21   | Cleaning and Painting Contact Surface Areas of Existing Steel Structures | June 30, 2003  | May 18, 2011 |
|      |   | GBSP 25   | Cleaning and Painting Existing Steel Structures                          | Oct 2, 2001    | Apr 22, 2016 |
|      |   | GBSP 26   | Containment and Disposal of Lead Paint Cleaning Residues                 | Oct 2, 2001    | Apr 22, 2016 |
|      |   | GBSP 28   | Deck Slab Repair   | May 15, 1995   | Oct 15, 2011 |
|      |   | GBSP 29   | Bridge Deck Microsilica Concrete Overlay                                 | May 15, 1995   | Oct 20, 2017 |
|      |   | GBSP 30   | Bridge Deck Latex Concrete Overlay                                       | May 15, 1995   | Oct 20, 2017 |
|      |   | GBSP 31   | Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay                | Jan 21, 2000   | Oct 20, 2017 |
|      |   | GBSP 33   | Pedestrian Truss Superstructure  | Jan 13, 1998   | Dec 29, 2014 |
| 115  | X | GBSP 34   | Concrete Wearing Surface   | June 23, 1994  | Oct 4, 2016  |
|      |   | GBSP 35   | Silicone Bridge Joint Sealer   | Aug 1, 1995    | Oct 15, 2011 |
|      |   | GBSP 45   | Bridge Deck Thin Polymer Overlay   | May 7, 1997    | Feb 6, 2013  |
| 117  | X | GBSP 51   | Pipe Underdrain for Structures   | May 17, 2000   | Jan 22, 2010 |
|      |   | GBSP 53   | Structural Repair of Concrete  | Mar 15, 2006   | Apr 1, 2016  |
|      |   | GBSP 55   | Erection of Curved Steel Structures                                      | June 1, 2007   |              |
|      |   | GBSP 56   | Setting Piles in Rock  | Nov 14, 1996   | Apr 1, 2016  |
|      |   | GBSP 59   | Diamond Grinding and Surface Testing Bridge Sections                     | Dec 6, 2004    | Mar 29, 2017 |
|      |   | GBSP 60   | Containment and Disposal of Non-Lead Paint Cleaning Residues             | Nov 25, 2004   | Apr 22, 2016 |
|      |   | GBSP 61   | Slipform Parapet   | June 1, 2007   | Apr 22, 2016 |
|      |   | GBSP 67   | Structural Assessment Reports for Contractor's Means and Methods         | Mar 6, 2009    | Oct 5, 2015  |
|      |   | GBSP 71   | Aggregate Column Ground Improvement                                      | Jan 15, 2009   | Oct 15, 2011 |
|      |   | GBSP 72   | Bridge Deck Fly Ash or GGBF Slag Concrete Overlay                        | Jan 18, 2011   | Oct 20, 2017 |
| 118  | X | GBSP 75   | Bond Breaker for Prestressed Concrete Bulb-T Beams                       | April 19, 2012 |              |
|      |   | GBSP 77   | Weep Hole Drains for Abutments, Wingwalls, Retaining Walls And Culverts  | April 19, 2012 | Oct 22, 2013 |
| 119  | X | GBSP 78   | Bridge Deck Construction   | Oct 22, 2013   | Dec 21, 2016 |
|      |   | GBSP 79   | Bridge Deck Grooving (Longitudinal)                                      | Dec 29, 2014   | Mar 29, 2017 |
|      |   | GBSP 81   | Membrane Waterproofing for Buried Structures                             | Oct 4, 2016    |              |
|      |   | GBSP 82   | Metallizing of Structural Steel  | Oct 4, 2016    | Oct 20, 2017 |
|      |   | GBSP 83   | Hot Dip Galvanizing for Structural Steel                                 | Oct 4, 2016    | Oct 20, 2017 |
|      |   | GBSP 85   | Micropiles   | Apr 19, 1996   | Oct 5, 2015  |
|      |   | GBSP 86   | Drilled Shafts   | Oct 5, 2015    | Oct 4, 2016  |
|      |   | GBSP 87   | Lightweight Cellular Concrete Fill                                       | Nov 11, 2011   | Apr 1, 2016  |
|      |   | GBSP 88   | Corrugated Structural Plate Structures                                   | Apr 22, 2016   |              |
|      |   | GBSP 89   | Preformed Pavement Joint Seal  | Oct 4, 2016    |              |
|      |   | GBSP 90   | Three Sided Precast Concrete Structure (Special)                         | Dec 21, 2016   | Mar 29, 2017 |
|      |   | GBSP 91   | Crosshole Sonic Logging Testing of Drilled Shafts                        | Apr 20, 2016   |              |
|      |   | GBSP 92   | Thermal Integrity Profile Testing of Drilled Shafts                      | Apr 20, 2016   |              |

| Pg # | √ | File Name | Title   | Effective    | Revised      |
|------|---|-----------|---|--------------|--------------|
|      |   | GBSP 93   | Preformed Bridge Joint Seal                         | Dec 21, 2016 |              |
|      |   | GBSP 94   | Warranty for Cleaning and Painting Steel Structures | Mar 3, 2000  | Nov 24, 2004 |
|      |   |           |   |              |              |

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

|  |
|--|
|  |
|  |

The following Guide Bridge Special Provisions have been incorporated into the 2016 Standard Specifications:

| File Name | Title   | Std Spec Location |
|-----------|---|-------------------|
| GBSP32    | Temporary Sheet Piling                                  | 522               |
| GBSP38    | Mechanically Stabilized Earth Retaining Walls           | 522               |
| GBSP42    | Drilled Soldier Pile Retaining Wall                     | 522               |
| GBSP43    | Driven Soldier Pile Retaining Wall                      | 522               |
| GBSP44    | Temporary Soil Retention System                         | 522               |
| GBSP46    | Geotextile Retaining Walls                              | 522               |
| GBSP57    | Temporary Mechanically Stabilized Earth Retaining Walls | 522               |
| GBSP62    | Concrete Deck Beams                                     | 504               |
| GBSP64    | Segmental Concrete Block Wall                           | 522               |
| GBSP65    | Precast Modular Retaining Wall                          | 522               |
| GBSP73    | Cofferdams  | 2017 Supp         |
| GBSP74    | Permanent Steel Sheet Piling (LRFD)                     | 522               |
| GBSP76    | Granular Backfill for Structures                        | 2017 Supp         |
| GBSP80    | Fabric Reinforced Elastomeric                           | 1028              |
| GBSP84    | Precast, Prestressed Concrete Beams                     | 2017 Supp         |

The following Guide Bridge Special Provisions have been discontinued or have been superseded:

| File Name | Title                       | Disposition:                                      |
|-----------|-----------------------------|---|
| GBSP70    | Braced Excavation           | Use TSRS per Sec 522                              |
| GBSP95    | Bridge Deck Concrete Sealer | Use July 1, 2012 version for Repair projects only |
|           |                             |   |
|           |                             |   |

**STATE OF ILLINOIS**

**SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016, the latest edition of the "Manual of Uniform Traffic Control Devices for Streets and Highways," the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheets included herein which apply to and govern the construction of County Highway 47 (Deerpass Road) Contract, Section No.: 10-00377-00-BR, Job No.: C-91-747-10, Contract No.: 61D29 in McHenry County, and in case of conflict with any part or parts of said specifications, the said special provisions shall take precedence and shall govern.

**CONTRACT NO. 61D29**

**LOCATION OF PROJECT**

The proposed project is located along County Highway 47 (Deerpass Road) approximately 0.7 miles north of IL Route 176 (Telegraph Street). County Highway 47 (Deerpass Road) is also known as County Route T59. The project limits are bordered on the south by IL Route 176 and River Road on the north, just outside of the northeast limits of Marengo, IL where Deerpass Road crosses the Kishwaukee River. The approximate latitude and longitude of the project are 42.26469 N, 88.58892 W. The net length is 1,300.00 feet (0.246 miles). The gross length is 1,300.00 feet (0.246 miles), all in McHenry County.

**DESCRIPTION OF PROJECT**

The work consists of earthwork, landscaping, erosion control, hot-mix asphalt pavement, pavement removal, mobilization, bridge removal, concrete bridge structure, guardrail, construction layout, approach slab, prestressed concrete beams, and pavement marking, as well as all incidental and collateral work necessary to complete the project as shown on the Plans as described herein.

**AVAILABLE REPORTS**

No project specific reports were prepared.

When applicable, the following checked reports and record information is available for Bidders' reference upon request:

- Record structural plans
- Preliminary Site Investigation (PSI)
- Preliminary Environmental Site Assessment (PESA)
- Soils/Geotechnical Report
- Boring Logs
- Pavement Cores
- Location Drainage Study (LDS)
- Hydraulic Report
- Noise Analysis
- Other: \_\_\_\_\_

Those seeking these reports should request access from:

Benjamin Redding, P.E., Design Manager  
McHenry Division of Transportation  
(815) 334-4960

## **REMOVAL OF EXISTING STRUCTURES NO. 1**

Description. This item shall consist of furnishing all labor, equipment and materials necessary for the removal and disposal of the existing Deerpass Road bridge over the Kishwaukee River, Structure Number 056-3030. The work shall be done in accordance with the applicable portions of Section 501 of the Standard Specifications, as described herein, as detailed in the Plans and as directed by the Engineer.

The scope of this item shall include removal and disposal of bridge substructure elements, approach retaining walls (wingwalls), superstructure elements and concrete deck. This work shall also include removal and disposal of miscellaneous items appurtenant to the structures, including but not limited to deck overlay, expansion joint materials and anchorages, partial removal of piles, drainage scuppers and down spouts, structural steel, reinforcing steel, bearings, existing conduits, conduit supports, electrical wires, junction boxes, light pole, traffic signal, etc. The Contractor must submit a detailed procedure for removing the existing structures to the Engineer for approval, prior to starting this Work.

This work shall include salvage of existing bridge railing, brackets, bolts, etc. and delivering them to McHenry County Division of Transportation (MCDOT) at 1611 Nelson Rd, Woodstock, IL.

The Contractor shall remove existing substructure units, approach retaining walls (wingwalls) and associated foundation and piles to a minimum depth of 1 foot below the bottom of existing footing elevation or proposed grade elevation as indicated in the plans whichever is lower.

Contractor shall coordinate with utilities to remove and/or relocate existing utilities within the work zone prior to structure removal activities. Where utilities were identified during design they are shown on the drawings. The Contractor shall verify the location of all existing utilities in the area. The Contractor shall submit drawings and written documentation to the Engineer of such verification. All work under this Item shall be executed in such a manner so as not to disturb or damage the existing utilities. The final location of utilities is the responsibility of the Contractor and is included in Removal of Existing Structures, No. 1.

The work shall conform in every respect to all environmental, state and local regulations regarding construction requirements, the protection of adjacent properties, as well as dust and noise control.

All materials removed under this Item shall become the property of the Contractor and shall be disposed of by the Contractor off the site and in a lawful manner meeting all IDOT Policies and Procedures.

Existing Plans. See contract drawings for original plans for the existing structures involved in this work. The original plans, however, may not show all modifications that have been made to the structures over the years. The completeness of these plans is not guaranteed and no responsibility is assumed by the Department and McHenry County Division of Transportation for their accuracy. Information is furnished for the Contractor's convenience and is to be used solely at the Contractor's risk.

Method of Measurement. Measurement will be made for removal of existing structures as each regardless of height, depth, or length.

Excavation of earth necessary to perform the removal of existing structure will not be measured for payment.

Basis of Payment. The work under this Item will be paid for at the Contract unit price each for REMOVAL OF EXISTING STRUCTURES, NO. 1, as indicated on the Plans and as specified herein.

## **REMOVAL OF EXISTING STRUCTURES NO. 2**

Description. This item shall consist of furnishing all labor, equipment and materials necessary for the removal and disposal of the existing Deerpass Road bridge over the North Branch Kishwaukee River, Structure Number 056-3029. The work shall be done in accordance with the applicable portions of Section 501 of the Standard Specifications, as described herein, as detailed in the Plans and as directed by the Engineer.

The scope of this item shall include removal and disposal of bridge substructure elements, approach retaining walls (wingwalls), superstructure elements and concrete deck. This work shall also include removal and disposal of miscellaneous items appurtenant to the structures, including but not limited to deck overlay, expansion joint materials and anchorages, partial removal of piles, drainage scuppers and down spouts, structural steel, reinforcing steel, bearings, existing conduits, conduit supports, electrical wires, junction boxes, light pole, traffic signal, etc. The Contractor must submit a detailed procedure for removing the existing structures to the Engineer for approval, prior to starting this Work.

This work shall include salvage of existing bridge railing, brackets, bolts, etc. and delivering them to McHenry County Division of Transportation (MCDOT) at 1611 Nelson Rd, Woodstock, IL.

The Contractor shall remove existing substructure units, approach retaining walls (wingwalls) and associated foundation and piles to a minimum depth of 1 foot below the bottom of existing footing elevation or proposed grade elevation as indicated in the plans whichever is lower.

Contractor shall coordinate with utilities to remove and/or relocate existing utilities within the work zone prior to structure removal activities. Where utilities were identified during design they are shown on the drawings. The Contractor shall verify the location of all existing utilities in the area. The Contractor shall submit drawings and written documentation to the Engineer of such verification. All work under this Item shall be executed in such a manner so as not to disturb or damage the existing utilities. The final location of utilities is the responsibility of the Contractor and is included in Removal of Existing Structures, No. 2.

The work shall conform in every respect to all environmental, state and local regulations regarding construction requirements, the protection of adjacent properties, as well as dust and noise control.

All materials removed under this Item shall become the property of the Contractor and shall be disposed of by the Contractor off the site and in a lawful manner meeting all IDOT Policies and Procedures.

Existing Plans. See contract drawings for original plans for the existing structures involved in this work. The original plans, however, may not show all modifications that have been made to the structures over the years. The completeness of these plans is not guaranteed and no responsibility is assumed by the Department and McHenry County Division of Transportation for their accuracy. Information is furnished for the Contractor's convenience and is to be used solely at the Contractor's risk.

Method of Measurement. Measurement will be made for removal of existing structures as each regardless of height, depth, or length.

Excavation of earth necessary to perform the removal of existing structure will not be measured for payment.

Basis of Payment. The work under this Item will be paid for at the Contract unit price each for REMOVAL OF EXISTING STRUCTURES, NO. 2, as indicated on the Plans and as specified herein.

## **STEEL RAILING (SPECIAL)**

Description. This work shall consist of furnishing and installing the Wyoming 2-tube steel rail, including anchorage details to be cast in the concrete curb. This work shall be in accordance with Section 509 of the Standard Specification and shall include all labor, materials, tools, equipment, and appurtenances necessary to complete the work specified herein, as indicated in the Plans, and as directed by the Engineer.

Materials. Materials shall be in accordance with Section 509.02 of the Standard Specifications. The railing and posts shall be galvanized according to the requirements of AASHTO M111. All bolts, nuts, and anchors shall be zinc coated according to AASHTO M232. After installation, the exposed bolt threads should be painted with two coats of zinc rich paint conforming to the requirements of ASTM A 780.

Fabrication, inspection, and erection of steel railings shall be according to Section 505 of the Standard Specifications. Storage of galvanized railing and accessories shall be according to Article 1006.34(d) of the Standard Specifications.

Shim plates shall be provided in accordance with Article 509.05(a).

Method of Measurement. STEEL RAILING (SPECIAL) will be measured for payment in place in feet. The length measured will be the overall length along the top longitudinal railing member through all posts and gaps.

Basis of Payment. This work will be paid for at the Contract unit price per foot for STEEL RAILING (SPECIAL).

**PRECAST BRIDGE APPROACH SLAB**

Description: This work shall consist of furnishing and constructing precast bridge approach slab in accordance to the details shown in the Plans and in accordance with Section 504 of the Standard Specifications

Method of Measurement. This work will be measured for payment in square feet in place.

Basis of Payment. This work will be paid for at the contract unit price per square foot for PRECAST BRIDGE APPROACH SLAB as indicated in the Plans.

## **TEMPORARY SEDIMENT BASIN**

Description. This work shall consist of constructing, maintaining, removing and disposal of the small, temporary ponding basins used to detain sedimentation from the downstream end of the ditches before it outlets into the Kishwaukee River and the North Branch Kishwaukee River. The basin shall either be excavated or impounded by embankments. The earth excavation and embankment for the temporary basin will not be measured for payment. The Contractor shall provide dimensions for the temporary basin to the Engineer for approval.

Maintenance. The Contractor shall inspect the temporary basin after each period of significant rainfall and remove any accumulated sediment. The basin needs to be restored to its original dimensions when the sediment has accumulated to one-half the design depth. Trapped sediment and accumulated silt shall be disposed of according to Article 202.03 of the Standard Specifications.

After all sediment-producing areas have been permanently stabilized, the temporary basin and all unstable sediment shall be removed. The site shall be final graded to contours matching the adjoining grade.

Method of Measurement. This work shall be measured per each at the locations specified.

Basis of Payment. This work will be paid for at the contract unit price per each for TEMPORARY SEDIMENT BASIN, which price shall include all labor, equipment and materials necessary to complete the work specified herein and as directed by the Engineer.

**TEMPORARY FENCE (SPECIAL)**

Description. This work shall consist of furnishing, erecting, maintaining and removing a temporary barrier fence as designated on the Plans or where directed by the Engineer to prevent disturbance of the wetlands to remain.

General Requirements. The TEMPORARY FENCE (SPECIAL) shall consist of UV stabilized vinyl orange mesh. It shall be a minimum of 4 feet high, installed using t-posts or wood posts placed a maximum of 15 feet apart or unless otherwise directed by the Engineer.

Method of Measurement. TEMPORARY FENCE (SPECIAL) shall be measured for payment in feet in place.

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

**TEMPORARY DITCH CHECKS**  
**TEMPORARY DITCH CHECKS (SPECIAL)**

Description: This work shall consist of furnishing, constructing, maintaining and removing temporary ditch checks in accordance with the applicable portions of Section 280 of the Standard Specifications, the details in the Plans and as modified herein. The furnished materials shall remain the property of the Contractor upon removal.

Materials:

- (a) Urethane Foam Geotextile Ditch Check. The temporary ditch check shall be triangular shaped, urethane foam covered with a geotextile fabric. The temporary ditch check shall be installed on a geotextile fabric apron. The temporary ditch check shall have a triangle base of 20" wide and a minimum triangle height of 10". Standard length of each unit ditch check shall be no less than 7 feet. The temporary ditch checks shall be installed at the locations as shown on the Plans and according to the manufacturer's recommendations. The temporary ditch checks shall remain in place until just before placing the final landscaping in the ditch area. The Contractor shall not remove the temporary ditch checks if it is raining and/or rain is in the immediate forecast.
- (b) Triangular Grid Ditch Check. The temporary ditch check (special) shall be High Density Polyethylene (HDPE) triangular shaped with a UV inhibitor, having a minimum height of 8 inches in the center and installed perpendicular to the prepared channel of the ditch or drainage swale. The ditch checks shall be porous in nature, approximately 35% porosity, allowing the water to flow through, while reducing the velocity and trapping sediment. Standard length of each unit ditch check shall be no less than 3.3 feet. The temporary ditch checks (special) shall be installed at the locations as shown on the Plans, and/or as directed by the Engineer. The temporary ditch check (special) installation shall be according to the detail shown on the Plans and the manufacturer's recommendations.

Erosion control blanket (ECB) and seeding shall be installed prior to installing the triangular grid ditch check. Secure the ECB with 6" staples at intervals of 1.5 feet on the upstream and downstream ends of the temporary ditch check or according to manufacturer's recommendations.

Method of Measurement: TEMPORARY DITCH CHECKS and TEMPORARY DITCH CHECKS (SPECIAL) will be measured in place and the length calculated in feet for each unit of ditch check installed.

Basis of Payment:

- (a) Urethane Foam Geotextile Ditch Checks. This work will be paid for at the contract unit price per foot for TEMPORARY DITCH CHECKS.
- (b) Triangular Grid Ditch Checks. This work will be paid for at the contract unit price per foot for TEMPORARY DITCH CHECKS (SPECIAL).

The unit price shall include all work and materials necessary to install, maintain, and remove and dispose of the temporary ditch checks at the completion of the project.

**TRAFFIC CONTROL AND PROTECTION (SPECIAL)**

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

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

Method of Measurement: All traffic control indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

## **TURBIDITY CURTAIN**

**Description.** This work shall consist of the furnishing, installation and removal of turbidity curtains, used for the purpose of temporarily controlling the erosion and turbidity encountered during construction in a waterway.

The Contractor shall furnish, install and remove all specified turbidity curtains in accordance with the Contract Plans and documents.

**Materials.** All materials shall conform to the applicable requirements of Articles of Section 1080. Materials and specific references as follows:

Turbidity curtain system shall be a flexible fabric silt curtain.

**Installation.** The turbidity curtain shall be installed at the location(s) as shown on the Plans. The curtain shall be installed in such a manner as to prevent drift shoreward or downstream. The bottom of the curtain shall reach the bottom of the waterway using 1 or 2 vertical sections as required.

Anchors shall be installed per the manufacturer's recommendations on both the shore and stream side to maximize stability. Shore anchors shall consist of a post with dead man or approved equal. Stream anchors shall be of sufficient size, type and strength to stabilize the curtain with the number and spacing dependent on current velocities. Anchors shall be buoyed to prevent the curtain from being pulled under water.

The Contractor shall be responsible for maintenance of the curtain throughout construction operations.

On completion of the project, the Contractor shall remove the curtain in a manner that will prevent siltation of the waterway.

**Method of Measurement.** This work will be measured for payment in square yards in place.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for TURBIDITY CURTAIN, which price shall be payment in full for all labor, materials, tools, equipment and appurtenances to complete the work specified herein, as indicated in the Plans, and as directed by the Engineer.

**WORK ITEMS INCLUDED IN THE COST OF ANOTHER BID ITEM**

1. The Contractor shall obtain a construction permit from the Illinois Department of Natural Resources (IDNR), Office of Water Resources, for any temporary construction activity placed in the water. This shall include the placement of material for run-arounds, causeways, etc. Any permit application by the Contractor shall refer to the IDNR statewide permit number 12 allowing permanent construction as shown in the Contract Plans. The cost of all materials and labor to comply with the above provisions to prepare and obtain the construction permit application will not be paid for separately, but shall be considered as included in the unit cost of the various pay items in the contract and no additional compensation will be allowed.
2. Haul roads, in-stream work pads and causeways, if needed, shall be constructed in accordance with the Recurring Special Provision Check Sheet #8. The cost of all materials and labor to construct and remove haul roads, in-stream work pads and causeways will not be paid for separately, but shall be considered as included in the unit cost of the various pay items in the contract and no additional compensation will be allowed.
3. The Contractor shall coordinate all in-stream work activities and submit an in-stream work plan, if needed, to the McHenry County Soil and Water Conservation District and United States Army Corps of Engineers for review and approval prior to starting any in-stream work. The cost of all materials and labor for coordination and preparation of the work plan will be included in the unit cost of the various pay items in the contract and no additional compensation will be provided. To make arrangements for coordination of this information please contact:

Julie Rimbault  
U.S. Army Corps of Engineers - Chicago District  
312-846-5542  
Julie.C.Rimbault@usace.army.mil

Ed Weskerna  
McHenry County Soil and Water Conservation District  
815-338-0099 x3  
Ed.Weskerna@mchenryswcd.org

4. Excavated materials within the wetland boundaries are considered unsuitable materials. These materials shall be moved off-site and included in the contract unit price for Removal and Disposal of Unsuitable Materials.
5. At the time of the Preconstruction conference, the Contractor shall submit for approval the locations of stabilized construction exits or entrances and the proposed concrete truck washout. Runoff from wash areas shall be contained in designated areas so that runoff does not reach the river, ditch, or McHenry County Conservation District Property. All work associated with installation, maintenance and removal of the stabilized construction exits or entrances and the proposed concrete truck washouts will not be paid for separately but shall be included in the unit cost of the various erosion control pay items.
6. The Contractor shall remove ground mounted sign supports and concrete foundations where these components will not be reused or as directed by the Engineer. Contractor shall backfill holes with a suitable fill. This work will not be paid for separately. The cost shall be considered as included in the contract unit price for the Remove Sign Panel Assembly pay item.

7. Removal of existing pavement markings located on reconstructed pavement areas will not be measured for payment. The cost of this work will be included in the contract unit price for Pavement Removal.
8. Saw cutting will not be paid separately but shall be included in the cost of the removal pay items.
9. The cost of supplying, erecting and maintaining barricades, warning lights and standard signs along the detour route shall be included in the Traffic Control and Protection, (Special) and will not be paid for separately.

**STATUS OF UTILITIES (D-1)**

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

**UTILITIES TO BE ADJUSTED**

Conflicts noted below have been identified from the survey information and coordination with utilities. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work. The responsible agency must relocate or complete new installations as noted in the action column; this work has been deemed necessary to be complete for the Department's contractor to then work in the location for which the item has been listed.

| LOCATION  | TYPE              | DESCRIPTION   | RESPONSIBLE AGENCY | ACTION  |
|---|-------------------|---|--------------------|---|
| Deerpas Road, Approximately located at Station 104+03, 29' LT | Fiber Optic Cable | Existing handhole is in conflict with the proposed roadway grading on the west side of Deerpas Road.<br><br>Handhole will need to be adjusted to the proposed grade.              | AT&T               | AT&T will adjust handhole.<br>Coordinate grading schedule for handhole adjustment with AT&T.<br><br>Days to adjust handhole are approximately 1 week.               |
| Deerpas Road, Approximately located at Station 112+42, 34' LT | Fiber Optic Cable | Existing handhole is in conflict with the proposed roadway grading on the west side of Deerpas Road.<br><br>Handhole will need to be replaced and adjusted to the proposed grade. | AT&T               | AT&T will replace handhole.<br>Coordinate grading schedule for handhole replacement with AT&T.<br><br>Days to replace and adjust handhole are approximately 1 week. |

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

| Agency/Company Responsible to Resolve Conflict | Name of contact | Address | Phone | e-mail address |
|--|-----------------|---------|-------|----------------|
|  |                 |         |       |                |

|                 |                      |   |                |                |
|-----------------|----------------------|---|----------------|----------------|
| <b>AT&amp;T</b> | <b>Mladen Stevic</b> | <b>1000 Commerce Drive,<br/>Floor 1<br/>Oak Brook, IL 60523</b> | (630) 573-5421 | ms050f@att.com |
|-----------------|----------------------|---|----------------|----------------|

UTILITIES TO BE WATCHED AND PROTECTED

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

| <b>STAGE / LOCATION</b>  | <b>TYPE</b>                  | <b>DESCRIPTION</b>   | <b>OWNER</b> | <b>ACTION</b>   |
|--|------------------------------|--|--------------|---|
| Deerpass Road,<br>Approximately<br>located at 100+50,<br>29' LT to 113+50,<br>32' LT | Fiber Optic<br>Cable         | The Contractor is alerted that there is 2-4" fiber optic cable in a plastic conduit/duct along the west right of way on Deerpass Road and and 2-4" steel pipes under the Kishwaukee River.<br><br>AT&T performed test holes in the area of concerns for their facilities. Test hole results are showing the conduit/duct to be within the bottom of the proposed rip rap at Station 105+00 to 105+25, 29' LT and Station 109+00 to 109+25, 30' LT. | AT&T         | AT&T will provide their contractor to watch and protect their facilities during excavation and rip rap placement at these locations.  |
| Deerpass Road,<br>Approximately<br>located at 100+50,<br>19' LT to 113+50,<br>19' LT | Buried<br>Telephone<br>Cable | The Contractor is alerted that there may potentially be an AT&T buried cable along the west side of Deerpass Road.<br><br>AT&T has determined there is no telephone line within the proposed improvements.   | AT&T         | The Contractor shall take caution when excavating near this area.<br><br>However, if a conflict is identified, AT&T will need to evaluate the relocation of their facility. |

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

| Agency/Company Responsible to Resolve Conflict | Name of contact | Address | Phone | e-mail address |
|--|-----------------|---------|-------|----------------|
|  |                 |         |       |                |

|                 |                      |   |                       |                       |
|-----------------|----------------------|---|-----------------------|-----------------------|
| <b>AT&amp;T</b> | <b>Mladen Stevic</b> | <b>1000 Commerce Drive,<br/>Floor 1<br/>Oak Brook, IL 60523</b> | <b>(630) 573-5421</b> | <b>ms050f@att.com</b> |
|-----------------|----------------------|---|-----------------------|-----------------------|

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

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

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

**COMPLETION DATE PLUS WORKING DAYS**

Effective: September 30, 1985

Revised: January 1, 2007

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, May 24, 2019 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within 15 working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

## **MAINTENANCE OF ROADWAYS**

Effective: September 30, 1985

Revised: November 1, 1996

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

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

## **TRAFFIC CONTROL PLAN**

Effective: September 30, 1985

Revised: January 1, 2007

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

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

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

### **STANDARDS:**

701006-05

701901-07

### **DETAILS:**

Traffic Control Detour Plan

District One Typical Pavement Markings (TC-13)

Detour Signing for Closing State Highways (TC-21)

### **SPECIAL PROVISIONS:**

Work Zone Traffic Control Surveillance (LRS 3)

Maintenance of Roadways

Traffic Control and Protection (Special)

Temporary Information Signing

Public Convenience and Safety

## **TEMPORARY INFORMATION SIGNING**

Effective: November 13, 1996

Revised: January 02, 2007

**Description.** This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. This also includes the Advanced Warning Sign for use on arterial roads as described herein. These signs may be ground mounted, skid mounted, truss mounted, bridge mounted or overlaid sign panels which cover portions of existing signs.

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

|     | <u>Item</u>             | <u>Article/Section</u> |
|-----|-------------------------|------------------------|
| (a) | Sign Base (Notes 1 & 2) | 1090                   |
| (b) | Sign Face (Note 3)      | 1091                   |
| (c) | Sign Legends            | 1091                   |
| (d) | Sign Supports           | 1093                   |
| (e) | Overlay Panels (Note 4) | 1090.02                |

Note 1 The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2 Type A sheeting can be used on the plywood base.

Note 3 All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.

Note 4 The overlay panels shall be 0.08 inch (2 mm) thick.

## **GENERAL CONSTRUCTION REQUIREMENTS**

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

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft. (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft. (600 mm) beyond the edge of pavement. A minimum of two (2) posts shall be used.

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

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

**Method of Measurement:** This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis of Payment. This work shall be paid for at the contract until price per square foot for  
TEMPORARY INFORMATION SIGNING.

**PUBLIC CONVENIENCE AND SAFETY (D-1)**

Effective: May 1, 2012

Revised: July 15, 2012

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

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

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

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

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

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

**AGGREGATE SUBGRADE IMPROVEMENT (D-1)**

Effective: February 22, 2012

Revised: April 1, 2016

Add the following Section to the Standard Specifications:

**“SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT**

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

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

| Item  | Article/Section |
|---|-----------------|
| (a) Coarse Aggregate .....                                    | 1004.07         |
| (b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2 and 3) ..... | 1031            |

Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradation CS 01 but shall not exceed 40 percent by weight of the total product. The top size of the Coarse RAP shall be less than 4 in. (100 mm) and well graded.

Note 2. RAP having 100 percent passing the 1 1/2 in (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradation CS 01 is used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders. The final product shall not contain more than 40 percent by weight of RAP.

Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Reclaimed Asphalt Pavement (RAP) for Aggregate Applications”.

**303.03 Equipment.** The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer. The calibration for the mechanical feeders shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered.

**303.04 Soil Preparation.** The stability of the soil shall be according to the Department’s Subgrade Stability Manual for the aggregate thickness specified.

**303.05 Placing Aggregate.** The maximum nominal lift thickness of aggregate gradation CS 01 shall be 24 in. (600 mm).

**303.06 Capping Aggregate.** The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the 1 1/2 in. (37.5 mm) sieve and being well graded. RAP that has been fractionated to size will not be permitted for use in capping. Capping aggregate will not be required when the aggregate subgrade improvement is used as a cubic yard pay item for undercut applications. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.

**303.07 Compaction.** All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

**303.08 Finishing and Maintenance of Aggregate Subgrade Improvement.** The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

**303.09 Method of Measurement.** This work will be measured for payment according to Article 311.08.

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

Add the following to Section 1004 of the Standard Specifications:

**“1004.07 Coarse Aggregate for Aggregate Subgrade Improvement.** The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. The top 12 inches of the aggregate subgrade improvement shall be 3 inches of capping material and 9 inches of crushed gravel, crushed stone or crushed concrete. In applications where greater than 36 inches of subgrade material is required, rounded gravel, meeting the CS01 gradation, may be used beginning at a depth of 12 inches below the bottom of pavement.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials. Non-mechanically blended RAP may be allowed up to a maximum of 5.0 percent.
- (c) Gradation.
  - (1) The coarse aggregate gradation for total subgrade thicknesses of 12 in. (300 mm) or greater shall be CS 01.

| COARSE AGGREGATE SUBGRADE GRADATIONS |                                |        |         |         |         |
|--------------------------------------|--------------------------------|--------|---------|---------|---------|
| Grad No.                             | Sieve Size and Percent Passing |        |         |         |         |
|                                      | 8"                             | 6"     | 4"      | 2"      | #4      |
| CS 01                                | 100                            | 97 ± 3 | 90 ± 10 | 45 ± 25 | 20 ± 20 |

| COARSE AGGREGATE SUBGRADE GRADATIONS (Metric) |                                |        |         |         |         |
|---|--------------------------------|--------|---------|---------|---------|
| Grad No.                                      | Sieve Size and Percent Passing |        |         |         |         |
|   | 200 mm                         | 150 mm | 100 mm  | 50 mm   | 4.75 mm |
| CS 01   | 100                            | 97 ± 3 | 90 ± 10 | 45 ± 25 | 20 ± 20 |

The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or C

**COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING (D-1)**

Effective: November 1, 2011

Revised: November 1, 2013

This work shall be according to Section 1004.05 of the Standard Specifications except for the following:

Reclaimed Asphalt Pavement (RAP) maybe blended with gravel, crushed gravel, crushed stone crushed concrete, crushed slag, chats, crushed sand stone or wet bottom boiler slag. The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". The RAP shall be uniformly graded and shall pass the 1.0 in. (25 mm) screen. When RAP is blended with any of the coarse aggregate listed above, the blending shall be done mechanically with calibrated feeders. The feeders shall have an accuracy of  $\pm 2.0$  percent of the actual quantity of material delivered. The final blended product shall not contain more than 40 percent by weight RAP.

The coarse aggregate listed above shall meet CA 6 and CA 10 gradations prior to being blended with the processed and uniformly graded RAP. Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

## **EMBANKMENT I**

Effective: March 1, 2011

Revised: November 1, 2013

Description. This work shall be according to Section 205 of the Standard Specifications except for the following.

Material. All material shall be approved by the District Geotechnical Engineer. The proposed material must meet the following requirements.

- a) The laboratory Standard Dry Density shall be a minimum of 90 lb/cu ft (1450 kg/cu m) when determined according to AASHTO T 99 (Method C).
- b) The organic content shall be less than ten percent determined according to AASHTO T 194 (Wet Combustion).
- c) Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both the sides and top of the embankment by a minimum of 3 ft (900 mm) of soil not considered detrimental in terms of erosion potential or excess volume change.
  - 1) A grain size distribution with less than 35 percent passing the number 75 um (#200) sieve.
  - 2) A plasticity index (PI) of less than 12.
  - 3) A liquid limit (LL) in excess of 50.
- d) Reclaimed asphalt shall not be used within the ground water table or as a fill if ground water is present.
- e) The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

## CONSTRUCTION REQUIREMENTS

Samples. Embankment material shall be sampled, tested, and approved before use. The contractor shall identify embankment sources, and provide equipment as the Engineer requires, for the collection of samples from those sources. Samples will be furnished to the Geotechnical Engineer a minimum of three weeks prior to use in order that laboratory tests for approval and compaction can be performed. Embankment material placement cannot begin until tests are completed and approval given.

Placing Material. In addition to Article 202.03, broken concrete, reclaimed asphalt with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities shall be placed in 6 inches (150 mm) lifts and disked with the underlying lift

until a uniform homogenous material is formed. This process also applies to the overlaying lifts. The disk must have a minimum blade diameter of 24 inches (600 mm).

When embankments are to be constructed on hillsides or existing slopes that are steeper than 3H:1V, steps shall be keyed into the existing slope by stepping and benching as shown in the plans or as directed by the engineer.

Compaction. Soils classification for moisture content control will be determined by the Soils Inspector using visual field examination techniques and the IDH Textural Classification Chart.

When tested for density in place each lift shall have a maximum moisture content as follows.

- a) A maximum of 110 percent of the optimum moisture for all forms of clay soils.
- b) A maximum of 105 percent of the optimum moisture for all forms of clay loam soils.

Stability. The requirement for embankment stability in Article 205.04 will be measured with a Dynamic Cone Penetrometer (DCP) according to the test method in the IDOT Geotechnical Manual. The penetration rate must be equal or less than 1.5 inches (38 mm) per blow.

Basis of Payment. This work will not be paid separately but will be considered as included in the various items of excavation.

**FRICITION AGGREGATE (D-1)**

Effective: January 1, 2011

Revised: April 29, 2016

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

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

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

| Use                          | Mixture  | Aggregates Allowed   |
|------------------------------|--|--|
| Class A                      | Seal or Cover                                      | <u>Allowed Alone or in Combination</u> <sup>5/</sup> :<br>Gravel<br>Crushed Gravel<br>Carbonate Crushed Stone<br>Crystalline Crushed Stone<br>Crushed Sandstone<br>Crushed Slag (ACBF)<br>Crushed Steel Slag<br>Crushed Concrete               |
| HMA<br>Low ESAL              | Stabilized<br>Subbase or<br>Shoulders              | <u>Allowed Alone or in Combination</u> <sup>5/</sup> :<br>Gravel<br>Crushed Gravel<br>Carbonate Crushed Stone<br>Crystalline Crushed Stone<br>Crushed Sandstone<br>Crushed Slag (ACBF)<br>Crushed Steel Slag <sup>1/</sup><br>Crushed Concrete |
| HMA<br>High ESAL<br>Low ESAL | Binder<br>IL-19.0<br>or IL-19.0L<br><br>SMA Binder | <u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> :<br>Crushed Gravel<br>Carbonate Crushed Stone <sup>2/</sup><br>Crystalline Crushed Stone<br>Crushed Sandstone<br>Crushed Slag (ACBF)<br>Crushed Concrete <sup>3/</sup>                |

| Use                          | Mixture   | Aggregates Allowed   |   |
|------------------------------|---|--|---|
| HMA<br>High ESAL<br>Low ESAL | C Surface and<br>Leveling Binder<br>IL-9.5 or IL-9.5L<br><br>SMA<br>Ndesign 50<br>Surface | <u>Allowed Alone or in Combination</u> <sup>5/</sup> :<br>Crushed Gravel<br>Carbonate Crushed Stone <sup>2/</sup><br>Crystalline Crushed Stone<br>Crushed Sandstone<br>Crushed Slag (ACBF)<br>Crushed Steel Slag <sup>4/</sup><br>Crushed Concrete <sup>3/</sup>                           |   |
| HMA<br>High ESAL             | D Surface and<br>Leveling Binder<br>IL-9.5<br><br>SMA<br>Ndesign 50<br>Surface            | <u>Allowed Alone or in Combination</u> <sup>5/</sup> :<br>Crushed Gravel<br>Carbonate Crushed Stone (other than<br>Limestone) <sup>2/</sup><br>Crystalline Crushed Stone<br>Crushed Sandstone<br>Crushed Slag (ACBF)<br>Crushed Steel Slag <sup>4/</sup><br>Crushed Concrete <sup>3/</sup> |   |
|                              |   | <u>Other Combinations Allowed:</u>   |   |
|                              |   | <i>Up to...</i>  | <i>With...</i>                                    |
|                              |   | 25% Limestone  | Dolomite  |
|                              |   | 50% Limestone  | Any Mixture D<br>aggregate other<br>than Dolomite |
| 75% Limestone                | Crushed Slag<br>(ACBF) or Crushed<br>Sandstone  |  |   |
| HMA<br>High ESAL             | E Surface<br>IL-9.5<br><br>SMA<br>Ndesign 80<br>Surface                                   | <u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> :<br><br>Crystalline Crushed Stone<br>Crushed Sandstone<br>Crushed Slag (ACBF)<br>Crushed Steel Slag<br><br>No Limestone.  |   |
|                              |   | <u>Other Combinations Allowed:</u>   |   |
|                              |   | <i>Up to...</i>  | <i>With...</i>                                    |
|                              |   | 50% Dolomite <sup>2/</sup>   | Any Mixture E<br>aggregate                        |

| Use              | Mixture   | Aggregates Allowed   |  |
|------------------|---|--|--|
|                  |   | 75% Dolomite <sup>2/</sup>   | Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone |
|                  |   | 75% Crushed Gravel <sup>2/</sup> or Crushed Concrete <sup>3/</sup>   | Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag |
| HMA<br>High ESAL | F Surface<br>IL-9.5<br><br>SMA<br>Ndesign 80<br>Surface | <u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> :  |  |
|                  |   | Crystalline Crushed Stone<br>Crushed Sandstone<br>Crushed Slag (ACBF)<br>Crushed Steel Slag<br>No Limestone. |  |
|                  |   | <u>Other Combinations Allowed:</u>   |  |
|                  |   | <i>Up to...</i>  | <i>With...</i>   |
|                  |   | 50% Crushed Gravel <sup>2/</sup> , Crushed Concrete <sup>3/</sup> , or Dolomite <sup>2/</sup>                | Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone |

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume.”
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80.”

**GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1)**

Effective: June 26, 2006

Revised: April 1, 2016

Add the following to the end of article 1032.05 of the Standard Specifications:

“(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

| Test   | Asphalt Grade<br>GTR 70-28 | Asphalt Grade<br>GTR 64-28 |
|--|----------------------------|----------------------------|
| Flash Point (C.O.C.),<br>AASHTO T 48, °F (°C), min.  | 450 (232)                  | 450 (232)                  |
| Rotational Viscosity,<br>AASHTO T 316 @ 275 °F (135 °C), Poises,<br>Pa·s, max.   | 30 (3)                     | 30 (3)                     |
| Softening Point,<br>AASHTO T 53, °F (°C), min.   | 135 (57)                   | 130 (54)                   |
| Elastic Recovery,<br>ASTM D 6084, Procedure A (sieve waived)<br>@ 77 °F, (25 °C), aged, ss,<br>100 mm elongation, 5 cm/min.,<br>cut immediately, %, min. | 65                         | 65                         |

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, a 50 g sample of the GTR shall conform to the following gradation requirements:

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

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

“A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a

uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ± 0.40 percent.”

Revise 1030.02(c) of the Standard Specifications to read:

“(c) RAP Materials (Note 5) .....1031”

Add the following note to 1030.02 of the Standard Specifications:

Note 5. When using reclaimed asphalt pavement and/or reclaimed asphalt shingles, the maximum asphalt binder replacement percentage shall be according to the most recent special provision for recycled materials.

**HMA MIXTURE DESIGN REQUIREMENTS (D-1)**

Effective: January 1, 2013

Revised: January 1, 2018

**1) Design Composition and Volumetric Requirements**

Revise the table in Article 406.06(d) of the Standard Specifications to read:

| "MINIMUM COMPACTED LIFT THICKNESS |                     |
|-----------------------------------|---------------------|
| Mixture Composition               | Thickness, in. (mm) |
| IL-4.75                           | 3/4 (19)            |
| SMA-9.5, IL-9.5, IL-9.5L          | 1 1/2 (38)          |
| SMA-12.5                          | 2 (50)              |
| IL-19.0, IL-19.0L                 | 2 1/4 (57)"         |

Revise the table in Article 1004.03(c) of the Standard Specifications to read:

| "Use              | Size/Application  | Gradation No.  |
|-------------------|---|--|
| Class A-1, 2, & 3 | 3/8 in. (10 mm) Seal                                      | CA 16  |
| Class A-1         | 1/2 in. (13 mm) Seal                                      | CA 15  |
| Class A-2 & 3     | Cover   | CA 14  |
| HMA High ESAL     | IL-19.0<br>IL-9.5   | CA 11 <sup>1/</sup><br>CA 16, CA 13 <sup>3/</sup>                  |
| HMA Low ESAL      | IL-19.0L<br>IL-9.5L<br>Stabilized Subbase<br>or Shoulders | CA 11 <sup>1/</sup><br>CA 16                                       |
| SMA <sup>2/</sup> | 1/2 in. (12.5mm)<br>Binder & Surface<br>IL 9.5<br>Surface | CA13 <sup>3/</sup> , CA14 or CA16<br><br>CA16, CA 13 <sup>3/</sup> |

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

2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.

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

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent."

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

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

Revise the nomenclature table in Article 1030.01 of the Standard Specifications to read:

|            |  |
|------------|--|
| “High ESAL | IL-19.0 binder;<br>IL-9.5 surface; IL-4.75; SMA-12.5,<br>SMA-9.5   |
| Low ESAL   | IL-19.0L binder; IL-9.5L surface;<br>Stabilized Subbase (HMA) <sup>1/</sup> ;<br>HMA Shoulders <sup>2/</sup> |

1/ Uses 19.0L binder mix.

2/ Uses 19.0L for lower lifts and 9.5L for surface lift.”

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

“**1030.02 Materials.** Materials shall be according to the following.

| Item .....   | Article/Section |
|--|-----------------|
| (a) Coarse Aggregate .....                           | 1004.03         |
| (b) Fine Aggregate .....                             | 1003.03         |
| (c) RAP Material .....                               | 1031            |
| (d) Mineral Filler .....                             | 1011            |
| (e) Hydrated Lime .....                              | 1012.01         |
| (f) Slaked Quicklime (Note 1)                        |                 |
| (g) Performance Graded Asphalt Binder (Note 2) ..... | 1032            |
| (h) Fibers (Note 3)                                  |                 |
| (i) Warm Mix Asphalt (WMA) Technologies (Note 4)     |                 |

Note 1. Slaked quicklime shall be according to ASTM C 5.

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be an Elvaloy or SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.

Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 4. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm Mix Asphalt Technologies".

Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

"(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

| High ESAL, MIXTURE COMPOSITION (% PASSING) <sup>1/</sup> |            |     |                                 |                   |                                |                   |                  |                  |            |                 |
|--|------------|-----|---------------------------------|-------------------|--------------------------------|-------------------|------------------|------------------|------------|-----------------|
| Sieve Size   | IL-19.0 mm |     | SMA <sup>4/</sup><br>IL-12.5 mm |                   | SMA <sup>4/</sup><br>IL-9.5 mm |                   | IL-9.5 mm        |                  | IL-4.75 mm |                 |
|  | min        | max | min                             | max               | min                            | max               | min              | max              | min        | max             |
| 1 1/2 in.<br>(37.5 mm)                                   |            |     |                                 |                   |                                |                   |                  |                  |            |                 |
| 1 in.<br>(25 mm)   |            | 100 |                                 |                   |                                |                   |                  |                  |            |                 |
| 3/4 in.<br>(19 mm)                                       | 90         | 100 |                                 | 100               |                                |                   |                  |                  |            |                 |
| 1/2 in.<br>(12.5 mm)                                     | 75         | 89  | 80                              | 100               |                                | 100               |                  | 100              |            | 100             |
| 3/8 in.<br>(9.5 mm)                                      |            |     |                                 | 65                | 90                             | 100               | 90               | 100              |            | 100             |
| #4<br>(4.75 mm)  | 40         | 60  | 20                              | 30                | 36                             | 50                | 34               | 69               | 90         | 100             |
| #8<br>(2.36 mm)  | 20         | 42  | 16                              | 24 <sup>5/</sup>  | 16                             | 32 <sup>5/</sup>  | 34 <sup>6/</sup> | 52 <sup>2/</sup> | 70         | 90              |
| #16<br>(1.18 mm)   | 15         | 30  |                                 |                   |                                |                   | 10               | 32               | 50         | 65              |
| #30<br>(600 μm)  |            |     | 12                              | 16                | 12                             | 18                |                  |                  |            |                 |
| #50<br>(300 μm)  | 6          | 15  |                                 |                   |                                |                   | 4                | 15               | 15         | 30              |
| #100<br>(150 μm)   | 4          | 9   |                                 |                   |                                |                   | 3                | 10               | 10         | 18              |
| #200<br>(75 μm)  | 3          | 6   | 7.0                             | 9.0 <sup>3/</sup> | 7.5                            | 9.5 <sup>3/</sup> | 4                | 6                | 7          | 9 <sup>3/</sup> |
| Ratio<br>Dust/Asphalt<br>Binder                          |            | 1.0 |                                 | 1.5               |                                | 1.5               |                  | 1.0              |            | 1.0             |

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ The maximum percent passing the #635 (20 μm) sieve shall be ≤ 3 percent.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.

- 6/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

Revise Article 1030.04(b)(1) of the Standard Specifications to read:

- “(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent and for IL-4.75 it shall be 3.5 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix, and shall conform to the following requirements.

| VOLUMETRIC REQUIREMENTS<br>High ESAL |   |        |                       |   |
|--------------------------------------|---|--------|-----------------------|---|
| Ndesign                              | Voids in the Mineral Aggregate (VMA), % minimum |        |                       | Voids Filled with Asphalt Binder (VFA), % |
|                                      | IL-19.0   | IL-9.5 | IL-4.75 <sup>1/</sup> |   |
| 50                                   | 13.5  | 15.0   | 18.5                  | 65 – 78 <sup>2/</sup>                     |
| 70                                   |   |        | 65 - 75               |   |
| 90                                   |   |        |                       |   |

1/ Maximum Draindown for IL-4.75 shall be 0.3 percent

2/ VFA for IL-4.75 shall be 72-85 percent”

Replace Article 1030.04(b)(3) of the Standard Specifications with the following:

- “(3) SMA Mixtures.

| Volumetric Requirements<br>SMA <sup>1/</sup> |                           |  |                                    |
|--|---------------------------|--|------------------------------------|
| Ndesign                                      | Design Air Voids Target % | Voids in the Mineral Aggregate (VMA), % min. | Voids Filled with Asphalt (VFA), % |
| 80 <sup>4/</sup>                             | 3.5                       | 17.0 <sup>2/</sup>                           | 75 - 83                            |
|  |                           | 16.0 <sup>3/</sup>                           |                                    |

1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.

2/ Applies when specific gravity of coarse aggregate is  $\geq 2.760$ .

3/ Applies when specific gravity of coarse aggregate is  $< 2.760$ .

4/ Blending of different types of aggregate will not be permitted. For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse

aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

Add to the end of Article 1030.05 (d) (2) a. of the Standard Specifications:

“During production, the Contractor shall test SMA mixtures for draindown according to AASHTO T305 at a frequency of 1 per day of production.”

Delete last sentence of the second paragraph of Article 1102.01(a) (4) b. 2.

Add to the end of Article 1102.01 (a) (4) b. 2.:

“As an option, collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following:

(a.) Sufficient collected dust (baghouse) is available for production of the SMA mix for the entire project.

(b.) A mix design was prepared based on collected dust (baghouse).

## 2) Design Verification and Production

Revise Article 1030.04 (d) of the Standard Specifications to read:

“(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department’s verification test, the Contractor shall make the necessary changes to the mix and resubmit compacted specimens to the Department for verification. If the mix fails again, the mix design will be rejected.

All new and renewal mix designs will be required to be tested, prior to submittal for Department verification and shall meet the following requirements:

(1) Hamburg Wheel Test criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

Illinois Modified AASHTO T 324 Requirements <sup>1/</sup>

| Asphalt Binder Grade  | # Repetitions | Max Rut Depth (mm) |
|-----------------------|---------------|--------------------|
| PG 70 -XX (or higher) | 20,000        | 12.5               |
| PG 64 -XX (or lower)  | 10,000        | 12.5               |

- 1/ When produced at temperatures of  $275 \pm 5$  °F ( $135 \pm 3$  °C) or less, loose Warm Mix Asphalt shall be oven aged at  $270 \pm 5$  °F ( $132 \pm 3$  °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.  
For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

- (2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 80 psi (550 kPa) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa)."

Production Testing. Revise first paragraph of Article 1030.06(a) of the Standard Specifications to read:

"(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture at the beginning of each construction year according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

Add the following after the sixth paragraph in Article 1030.06 (a) of the Standard Specifications:

"The Hamburg Wheel test shall also be conducted on all HMA mixtures from a sample taken within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.

If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria"

Method of Measurement:

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

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's  $G_{mb}$ ."

Basis of Payment.

Replace the fourth paragraph of Article 406.14 of the Standard Specifications with the following:

“Stone matrix asphalt will be paid for at the contract unit price per ton (metric ton) for POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified; and POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified.”

## **RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)**

Effective: November 1, 2012

Revise: January 1, 2018

Revise Section 1031 of the Standard Specifications to read:

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

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

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Central Bureau of Materials Policy Memorandum, “Reclaimed Asphalt Shingle (RAS) Sources”, by weight of RAS. All RAS used shall come from a Central Bureau of Materials approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve. RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
  - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
  - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

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

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. “Non- Quality, FRAP -#4 or Type 2 RAS”, etc...).
- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be processed prior to testing and sized into

- fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
- (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, HMA (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 in. (75 mm) single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
  - (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
  - (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or HMA (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
  - (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present.

However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of Type 1 RAS with Type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

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

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

- (a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.
- (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
  - (2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.
  - (3) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

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

- (b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.
- (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a  $\leq 1000$  ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.
  - (2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

The Contractor shall obtain and make available all test results from start of the initial stockpile sampled and tested at the shingle processing facility in accordance with the facility's QC Plan.

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

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

- (a) Evaluation of FRAP Test Results. All test results shall be compiled to include asphalt binder content, gradation and, when applicable (for slag),  $G_{mm}$ . A five test average of results from the original pile will be used in the mix designs. Individual extraction test results run thereafter, shall be compared to the average used for the mix design, and will be accepted if within the tolerances listed below.

| Parameter       | FRAP                 |
|-----------------|----------------------|
| No. 4 (4.75 mm) | ± 6 %                |
| No. 8 (2.36 mm) | ± 5 %                |
| No. 30 (600 μm) | ± 5 %                |
| No. 200 (75 μm) | ± 2.0 %              |
| Asphalt Binder  | ± 0.3 %              |
| $G_{mm}$        | ± 0.03 <sup>1/</sup> |

- 1/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Reclaimed Asphalt Pavement Aggregate Bulk Specific Gravity".

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the FRAP stockpile shall not be used in Hot-Mix Asphalt unless the FRAP representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

The Contractor shall maintain a representative moving average of five tests to be used for Hot-Mix Asphalt production.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the ITP, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

- (b) Evaluation of RAS Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. A five test average of results from the original pile will be used in the mix designs. Individual test results run thereafter, when compared to the average used for the mix design, will be accepted if within the tolerances listed below.

| Parameter        | RAS   |
|------------------|-------|
| No. 8 (2.36 mm)  | ± 5 % |
| No. 16 (1.18 mm) | ± 5 % |

|                             |              |
|-----------------------------|--------------|
| No. 30 (600 $\mu\text{m}$ ) | $\pm 4 \%$   |
| No. 200 (75 $\mu\text{m}$ ) | $\pm 2.5 \%$ |
| Asphalt Binder Content      | $\pm 2.0 \%$ |

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

- (c) Quality Assurance by the Engineer. The Engineer may witness the sampling and splitting conduct assurance tests on split samples taken by the Contractor for quality control testing a minimum of once a month.

The overall testing frequency will be performed over the entire range of Contractor samples for asphalt binder content and gradation. The Engineer may select any or all split samples for assurance testing. The test results will be made available to the Contractor as soon as they become available.

The Engineer will notify the Contractor of observed deficiencies.

Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits.

| Test Parameter           | Acceptable Limits of Precision |      |
|--------------------------|--------------------------------|------|
|                          | FRAP                           | RAS  |
| % Passing: <sup>1/</sup> |                                |      |
| 1/2 in.                  | 5.0%                           |      |
| No. 4                    | 5.0%                           |      |
| No. 8                    | 3.0%                           | 4.0% |
| No. 30                   | 2.0%                           | 4.0% |
| No. 200                  | 2.2%                           | 4.0% |
| Asphalt Binder Content   | 0.3%                           | 3.0% |
| G <sub>mm</sub>          | 0.030                          |      |

1/ Based on washed extraction.

In the event comparisons are outside the above acceptable limits of precision, the Engineer will immediately investigate.

- (d) Acceptance by the Engineer. Acceptable of the material will be based on the validation of the Contractor's quality control by the assurance process.

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

- (a) RAP. The aggregate quality of the RAP for homogeneous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (1) RAP from Class I, HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
  - (2) RAP from HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
  - (3) RAP from Class I, HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
  - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Central Bureau of Materials Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

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

- (a) FRAP. The use of FRAP in HMA shall be as follows.
- (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
  - (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
  - (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.

- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.

When FRAP is used alone or FRAP is used in conjunction with RAS, the percent of virgin asphalt binder replacement (ABR) shall not exceed the amounts indicated in the table below for a given N Design.

Max Asphalt Binder Replacement for FRAP with RAS Combination

| HMA Mixtures <sup>1/ 2/ 4/</sup> | Maximum % ABR          |         |                                |
|----------------------------------|------------------------|---------|--------------------------------|
|                                  | Binder/Leveling Binder | Surface | Polymer Modified <sup>3/</sup> |
| 30L                              | 50                     | 40      | 30                             |
| 50                               | 40                     | 35      | 30                             |
| 70                               | 40                     | 30      | 30                             |
| 90                               | 40                     | 30      | 30                             |
| 4.75 mm N-50                     |                        |         | 40                             |
| SMA N-80                         |                        |         | 30                             |

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the percent asphalt binder replacement shall not exceed 50 % of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 % for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 % binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 %, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA or IL-4.75 is 15 % or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.

- 4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 %.

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

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design.

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

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

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

If during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein the Contractor shall cease production of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

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

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).

- d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
  - e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
  - f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
  - g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
  - h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
  - i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
  - j. Accumulated mixture tonnage.
  - k. Dust Removed (accumulated to the nearest 0.1 ton (0.1 metric ton))
- (2) Batch Plants.
- a. Date, month, year, and time to the nearest minute for each print.
  - b. HMA mix number assigned by the Department.
  - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
  - d. Mineral filler weight to the nearest pound (kilogram).
  - f. RAS and FRAP weight to the nearest pound (kilogram).
  - g. Virgin asphalt binder weight to the nearest pound (kilogram).
  - h. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

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

The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not

apply. RAP used shall be according to the current Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".

- (b) Gradation. The RAP material shall meet the gradation requirements for CA 6 according to Article 1004.01(c), except the requirements for the minus No. 200 (75  $\mu$ m) sieve shall not apply. The sample for the RAP material shall be air dried to constant weight prior to being tested for gradation."

**IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)**

Effective: August 1, 2012

Revised: February 1, 2014

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

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

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

METHOD OF MEASUREMENT: The unit of measurement is in hours.

**BASIS OF PAYMENT:** This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 2. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.

**LOCAL ROADS SPECIAL PROVISION FOR INSURANCE (LR 107-04)**

LR107-4  
Page 1 of 1

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
INSURANCE

Effective: February 1, 2007  
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

McHenry County DOT

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The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

# STORM WATER POLLUTION PREVENTION PLAN (SWPPP)



## Storm Water Pollution Prevention Plan



|                                 |                                   |                           |
|---------------------------------|-----------------------------------|---------------------------|
| Route<br>Deerpass Road (T59)    | Marked Route<br>County Highway 47 | Section<br>10-00377-00-BR |
| Project Number<br>BRS-0111(060) | County<br>McHenry                 | Contract Number<br>61D29  |

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

|                                    |                         |                 |
|------------------------------------|-------------------------|-----------------|
| Print Name<br>Benjamin Redding, PE | Title<br>Design Manager | Agency<br>MCDOT |
| Signature<br>                      | Date<br>2016.06.25      |                 |

### I. Site Description

- A. Provide a description of the project location (include latitude and longitude):  

The proposed project is located along County Highway 47 (Deerpass Road) approximately 0.7 miles north of IL Route 176 (Telegraph Street). The project limits are bordered on the south by IL Route 176 and River Road on the north, just outside of the northeast limits of Marengo, IL. The approximate latitude and longitude of the project are 42.26469 N, 88.58892 W.
- B. Provide a description of the construction activity which is subject of this plan:  

The work consists of earthwork, landscaping, erosion control, hot-mix asphalt pavement, pavement removal, mobilization, bridge removal, concrete bridge structure, guardrail, construction layout, approach slab, prestressed concrete beams, and pavement marking
- C. Provide the estimated duration of this project:  

10 months
- D. The total area of the construction site is estimated to be 3.4 acres.  

The total area of the site estimated to be disturbed by excavation, grading or other activities is 3.1 acres.
- E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:  

C=0.62 (Proposed); C=0.5 (Existing)
- F. List all soils found within project boundaries. Include map unit name, slope information and erosivity:  

1776A - Comfrey Loam, 0 to 2 percent slopes  
 8776A - Comfrey Loam, 0 to 2 percent slopes  
 1210A - Lena Muck, 0 to 2 percent slopes
- G. Provide an aerial extent of wetland acreage at the site:

1.07 AC Permanent, 0.70 AC Temporary and 116.33 SQ FT WOUS; See Plans.

H. Provide a description of potentially erosive areas associated with this project:

The former roadway, embankment and ditches, as well as the excavated island locations.

I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of scopes, etc.):

The roadway will be widened from 24 feet to 40 feet wide and ditches will be regraded/relocated within the project limits. The island between the two existing bridges will be graded as well.

J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent off site sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.

K. Identify who owns the drainage system (municipality or agency) this project will drain into:

McHenry County Department of Transportation maintains the ditches within the project limits.

L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located.

McHenry County Department of Transportation / IDOT

M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:

Kishwaukee River and North Branch of Kishwaukee River

N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

The channel of the Kishwaukee River and North Branch of Kishwaukee River.

O. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:

- Floodplain
- Wetland Riparian
- Threatened and Endangered Species
- Historic Preservation
- 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
- Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity, or siltation
- Applicable Federal, Tribal, State or Local Programs
- Other

1. 303(d) Listed receiving waters (fill out this section if checked above):

N/A

a. The name(s) of the listed water body, and identification of all pollutants causing impairment:

N/A

b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

N/A

c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

N/A

d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

N/A

2. TMDL (fill out this section if checked above)

a. The name(s) of the listed water body:

N/A

b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:

N/A

c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet the allocation:

N/A

P. The following pollutants of concern will be associated with this construction project:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Soil Sediment             | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input checked="" type="checkbox"/> Concrete                  | <input checked="" type="checkbox"/> Antifreeze / Coolants  |
| <input checked="" type="checkbox"/> Concrete Truck waste      | <input checked="" type="checkbox"/> Waste water from cleaning construction equipment               |
| <input checked="" type="checkbox"/> Concrete Curing Compounds | <input type="checkbox"/> Other (specify) _____   |
| <input checked="" type="checkbox"/> Solid waste Debris        | <input type="checkbox"/> Other (specify) _____   |
| <input checked="" type="checkbox"/> Paints                    | <input type="checkbox"/> Other (specify) _____   |
| <input checked="" type="checkbox"/> Solvents                  | <input type="checkbox"/> Other (specify) _____   |
| <input type="checkbox"/> Fertilizers / Pesticides             | <input type="checkbox"/> Other (specify) _____   |

II. Controls

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. **Erosion and Sediment Controls:** At a minimum, controls must be coordinated, installed, and maintained to:

1. Minimize the amount of soil exposed during construction activity;
2. Minimize the disturbance of steep slopes;
3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
4. Minimize soil compaction and, unless infeasible, preserve topsoil.

B. **Stabilization Practices:** Provided below is a description of interim and permanent stabilization practices, including site- specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(B)(1) and II(B)(2), stabilization measures shall be initiated **immediately** where construction activities have temporarily or permanently ceased, but in no case more than **one (1) day** after the construction activity in that portion of the site has temporarily or permanently ceased on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

- Preservation of Mature Vegetation       Erosion Control Blanket / Mulching

- |   |   |
|---|---|
| <input type="checkbox"/> Vegetated Buffer Strips                      | <input type="checkbox"/> Sodding                |
| <input type="checkbox"/> Protection of Trees                          | <input checked="" type="checkbox"/> Geotextiles |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input type="checkbox"/> Other (specify) _____  |
| <input type="checkbox"/> Temporary Turf (Seeding, Class 7)            | <input type="checkbox"/> Other (specify) _____  |
| <input type="checkbox"/> Temporary Mulching                           | <input type="checkbox"/> Other (specify) _____  |
| <input checked="" type="checkbox"/> Permanent Seeding                 | <input type="checkbox"/> Other (specify) _____  |

Describe how the stabilization practices listed above will be utilized during construction:

Temporary erosion control seeding and erosion control blanket will be placed throughout the project within the proposed right-of-way.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

Permanent seeding and topsoil will be placed in the areas where temporary erosion control seeding and erosion control blankets were placed.

- C. **Structural Practices:** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The following stabilization practices will be used for this project:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier     | <input type="checkbox"/> Rock Outlet Protection                                      |
| <input checked="" type="checkbox"/> Temporary Ditch Check         | <input checked="" type="checkbox"/> Riprap   |
| <input type="checkbox"/> Storm Drain Inlet Protection             | <input type="checkbox"/> Gabions   |
| <input checked="" type="checkbox"/> Sediment Trap                 | <input type="checkbox"/> Slope Mattress  |
| <input type="checkbox"/> Temporary Pipe Slope Drain               | <input type="checkbox"/> Retaining Walls   |
| <input type="checkbox"/> Temporary Sediment Basin                 | <input type="checkbox"/> Slope Walls   |
| <input checked="" type="checkbox"/> Temporary Stream Crossing     | <input type="checkbox"/> Concrete Revetment Mats                                     |
| <input checked="" type="checkbox"/> Stabilized Construction Exits | <input type="checkbox"/> Level Spreaders   |
| <input type="checkbox"/> Turf Reinforcement Mats                  | <input checked="" type="checkbox"/> Other (specify) Turbidity Curtain                |
| <input type="checkbox"/> Permanent Check Dams                     | <input checked="" type="checkbox"/> Other (specify) Temporary Ditch Checks (Special) |
| <input type="checkbox"/> Permanent Sediment Basin                 | <input checked="" type="checkbox"/> Other (specify) Temporary Fence (Special)        |
| <input type="checkbox"/> Aggregate Ditch                          | <input type="checkbox"/> Other (specify) _____                                       |
| <input type="checkbox"/> Paved Ditch                              | <input type="checkbox"/> Other (specify) _____                                       |

Describe how the structural practices listed above will be utilized during construction:

Perimeter erosion barrier will be placed along all areas of temporary erosion control seeding and erosion control blanket. Turbidity curtains will be placed along the banks of each channel to prevent materials from entering the waterway. Temporary Fence (Special) will be placed along the proposed right of way to prevent vehicles and heavy equipment away from the wetlands that are to remain. Temporary ditch checks will be installed along proposed ditches at every one foot drop in ditch profile. Temporary sediment trap will be placed at the end of the ditches prior to draining into the river during construction as shown on the Plans. Riprap will be placed along 1:2 slopes between bridge abutments and waterway. Stabilized construction exit/entrance will be used to prevent mud from leaving the project site. A temporary stream crossing, if needed by the Contractor, shall be installed to minimize or limit the impact of construction traffic crossing streams or watercourse. Stabilized construction exits or entrances will be provided by the Contractor to prevent tracking or flowing of sediment onto public right of way and all work associated for installation and maintenance will not be paid for separately but included in the unit cost of the various erosion control pay items.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

Riprap will remain in place after construction is completed for slope stabilization.

**D. Treatment Chemicals**

Will polymer flocculents or treatment chemicals be utilized on this project:  Yes  No

If yes above, identify where and how polymer flocculents or treatment chemicals will be utilized on this project.

Polymer flocculents will be utilized in all locations where erosion control blanket is placed.

**E. Permanent Storm Water Management Controls:** Provided below is a description of measures that will be installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water act.

1. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design & Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

2. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of permanent storm water management controls:

Riprap is placed to avoid erosion between the bridge abutments and waterway.

**F. Approved State or Local Laws:** The management practices, controls, and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

N/A

**G. Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the

Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
  - Approximate duration of the project, including each stage of the project
  - Rainy season, dry season, and winter shutdown dates
  - Temporary stabilization measures to be employed by contract phases
  - Mobilization time frame
  - Mass clearing and grubbing/roadside clearing dates
  - Deployment of Erosion Control Practices
  - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
  - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
  - Paving, saw-cutting, and any other pavement related operations
  - Major planned stockpiling operations
  - Time frame for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
  - Permanent stabilization activities for each area of the project
2. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
  - Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
  - Material delivery, Storage, and Use - Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
  - Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
  - Waste Disposal - Discuss methods of waste disposal that will be used for this project.
  - Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.).
  - Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
  - Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
  - Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
  - Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
  - Polymer Flocculants and Treatment Chemicals - Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
  - Additional measures indicated in the plan.

### III. Maintenance

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

The Contractor will be responsible for the inspection, maintenance and repair of all sedimentation and erosion control measures. If the Engineer notices or is notified of an erosion or sedimentation deficiency, the Engineer will notify the Contractor to correct it. All Offsit

All erosion and sediment control measures shall be maintained in accordance with the IDOT Erosion and Sediment Control Field Guide for Construction Inspection:  
<http://www.idot.illinois.gov/transportation-system/environment/erosion-and-sediment-control>

In additional, the following links may also be useful for maintenance:

Illinois Urban Manual (IUM):

[http://www.aiswcd.org/wp-content/uploads/2013/11/IUM\\_FM\\_2013\\_WEBSITE\\_hyperlinks.pdf](http://www.aiswcd.org/wp-content/uploads/2013/11/IUM_FM_2013_WEBSITE_hyperlinks.pdf)

Best Management Practices (BMP):

<http://www.idot.illinois.gov/transportation-system/environment/erosion-and-sediment-control>

Seeding - All erodible bare earth will be temporarily seeded on a weekly basis to minimize the amount of erodible surface within the contract limits. Construction equipment shall be stored and fueled only at designated locations. All necessary measures shall be taken to contain any fuel or pollution runoff in compliance with environmental law and EPA Water Quality Regulations. Leaking equipment or supplies shall be immediately repaired or removed from the site. On a weekly basis, the Engineer shall inspect the project to determine whether erosion control efforts are in place and effective and if additional control measures are necessary. Sediment collected during construction by the various temporary erosion control systems shall be disposed on the site on a regular basis as directed by the Engineer and stabilized accordingly.

Temporary Erosion Control Seeding - Reapply seed if stabilization has not been achieved. Apply temporary mulch to hold seed in place if seed has been washed away or found to be concentrated in ditch bottoms. Restore rills, greater than 4 inches deep, as quickly as possible on slopes steeper than 1V:4H to prevent sheet-flow from becoming concentrated flow patterns.

Perimeter Erosion Barrier - This shall be inspected every 7 calendar days and after a storm event of 0.5 inch or greater (including snowfall). Repair when tears, gaps, leaning or undermining occur and restore erosion barrier taut. Repair or replace any missing or broken stakes immediately. Sediment will be removed if the integrity of the fencing is in jeopardy. Remove once permanent stabilization is established since it will no longer be necessary.

Erosion Control Blanket - Repair damage due to water running beneath the blanket and restore when displacement occurs. Reseeding may be necessary. Replace and re-staple all displaced erosion control blankets immediately.

Stabilized Construction Exits - Replenish stone or replace exit if vehicles continue to track sediment onto the roadway from the construction site. Sweep sediment on roadway from construction activities immediately. Use street sweeping in conjunction with this BMP to remove sediment not removed by the stabilized construction exit.

#### IV. Inspections

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by e-mail at: [epa.swnoncomp@illinois.gov](mailto:epa.swnoncomp@illinois.gov), telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attn: Compliance Assurance Section  
1021 North Grand East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

Additional Inspections Required:

|     |
|-----|
| N/A |
|-----|

**V. Failure to Comply**

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.



Contractor Certification Statement



Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractors/subcontractor completing this form.

|                                 |                                   |                           |
|---------------------------------|-----------------------------------|---------------------------|
| Route<br>Deerpass Road (T59)    | Marked Route<br>County Highway 47 | Section<br>10-00377-00-BR |
| Project Number<br>BRS-0111(060) | County<br>McHenry                 | Contract Number<br>61D29  |

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

- Contractor
- Sub-Contractor

|                        |                        |
|------------------------|------------------------|
| Print Name<br><br>     | Signature<br><br>      |
| Title<br><br>          | Date<br><br>           |
| Name of Firm<br><br>   | Telephone<br><br>      |
| Street Address<br><br> | City/State/Zip<br><br> |

Items which the Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP:

**IEPA NOTICE OF INTENT (NOI)**



**Illinois Environmental Protection Agency**

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

**Division of Water Pollution Control  
Notice of Intent (NOI) for General Permit**

**to Discharge Storm Water Associated with Construction Site Activities**

*This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at the above address.*

For Office Use Only

**OWNER INFORMATION**

Permit No. ILR10 \_\_\_\_\_

Company/Owner Name: McHenry County Division of Transportation

Mailing Address: 16111 Nelson Road Phone: 815-334-4644

City: Woodstock State: IL Zip: 60098 Fax: 815-334-4989

Contact Person: Ernest J. Varga E-mail: ejvarga@co.mchenry.il.us

Owner Type (select one) County

MS4 Community:  Yes  No

**CONTRACTOR INFORMATION**

Contractor Name: TBD upon project letting

Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

**CONSTRUCTION SITE INFORMATION**

Select One:  New  Change of information for: ILR10 \_\_\_\_\_

Project Name: Deerpass Road Bridge Replacement County: McHenry

Street Address: 0.7 Miles North of IL Rte 176 City: Near Marengo IL Zip: 60152

Latitude: 42 15 54 Longitude: 88 35 20 T44N NE25 R5E/6E  
(Deg) (Min) (Sec) (Deg) (Min) (Sec) Section Township Range

Approximate Construction Start Date Jan 3, 2017 Approximate Construction End Date Jul 31, 2018

Total size of construction site in acres: 3.37

If less than 1 acre, is the site part of a larger common plan of development?

Yes  No

|   |
|---|
| <b>Fee Schedule for Construction Sites:</b> |
| Less than 5 acres - \$250                   |
| 5 or more acres - \$750                     |

**STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

Has the SWPPP been submitted to the Agency?  Yes  No

(Submit SWPPP electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov))

Location of SWPPP for viewing: Address: 16111 Nelson Road City: Woodstock

SWPPP contact information: Inspector qualifications: \_\_\_\_\_

Contact Name: Benjamin Redding P.E. \_\_\_\_\_

Phone: 815-334-4980 Fax: 815-334-4989 E-mail: BARedding@co.mchenry.il.us

Project inspector, if different from above Inspector qualifications: \_\_\_\_\_

Inspector's Name: TBD upon project letting

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

**TYPE OF CONSTRUCTION (select one)**

Construction Type Transportation

SIC Code: \_\_\_\_\_

Type a detailed description of the project:

The project consists of replacing two Deerpass Road bridges with one longer bridge over the Kishwaukee River. The work included consists of the replacement of existing structures SN 056-3029 and SN 056-3030 with a single five-span bridge crossing the Kishwaukee River and North Channel of the Kishwaukee River. The roadway will be widened from 24 feet wide (two lanes at 12 feet) to 40 feet wide (two lanes at 12 feet with 8 foot wide shoulders). The existing ditches along the east side of Deerpass Road will be regraded. Deerpass Road will be closed to thru traffic and traffic will be detoured.

**HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE**

Has the project been submitted to the following state agencies to satisfy applicable requirements for compliance with Illinois law on:

- Historic Preservation Agency     Yes     No    <http://www.illinoishistory.gov/PS/rcdocument.htm>
- Endangered Species                 Yes     No    <http://dnr.illinois.gov/ecopublic/>

**RECEIVING WATER INFORMATION**

Does your storm water discharge directly to:  Waters of the State    or     Storm Sewer

Owner of storm sewer system: \_\_\_\_\_

Name of closest receiving water body to which you discharge: Kishwaukee River and North Branch of Kishwaukee

Mail completed form to: Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attn: Permit Section  
Post Office Box 19276  
Springfield, Illinois 62794-9276  
or call (217) 782-0610  
FAX: (217) 782-9891

Or submit electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov)

I certify under penalty of law that this document and all attachments were prepared under my direction and 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 this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.

***Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))***

\_\_\_\_\_  
Owner Signature:

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

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title:

**INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI) FORM**

Submit original, electronic or facsimile copies. Facsimile and/or electronic copies should be followed-up with submission of an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the upper right hand corner of the first page.

***This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at:***

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Permit Section  
Post Office Box 19276  
Springfield, Illinois 62794-9276  
or call (217) 782-0610

FAX: (217) 782-9891

Or submit electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov)

**Reports must be typed or printed legibly and signed.**

Any facility that is not presently covered by the General NPDES Permit for Storm Water Discharges From Construction Site Activities is considered a new facility.

If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line, changes of information or permit renewal notifications do not require a fee.

**NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.**

Use the formats given in the following examples for correct form completion.

|          | Example | Format   |
|----------|---------|--|
| Section  | 12      | 1 or 2 numerical digits                        |
| Township | 12N     | 1 or 2 numerical digits followed by "N" or "S" |
| Range    | 12W     | 1 or 2 numerical digits followed by "E" or "W" |

For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."

Submission of initial fee and an electronic submission of Storm Water Pollution Prevention Plan (SWPPP) for Initial Permit prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA at the above address.

Construction sites with less than 5 acres of land disturbance - fee is \$250.

Construction sites with 5 or more acres of land disturbance - fee is \$750.

SWPPP should be submitted electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov). When submitting electronically, use Project Name and City as indicated on NOI form.

## STATEWIDE PERMIT NO. 12

Per review of Statewide Permit No. 12 regulations, it was determined that the replacement of the existing bridge crossing of the Kishwaukee River and the Kishwaukee River North Channel fall under the requirements outlined under this permit (per [Bureau of Local Roads and Streets Manual](#) Section 7-2.02(a)).

- a. The proposed structure provides the same or greater effective waterway opening.
- b. Both approach roadways are above the 100 year High Water Elevation, negating the restriction for an appreciable increase to the profile grade.

Statewide Permit No.12 (SWP 12) authorizes the replacement of bridge and culvert structures and the widening of specified existing bridges on rivers, lakes, and streams under IDNR's jurisdiction draining 10 mi<sup>2</sup> (26 km<sup>2</sup>) or more in rural areas (**the Kishwaukee River crossing has 168 square miles of tributary area**). SWP 12 does not apply to the State's public bodies of water, nor those in Lake, McHenry, Cook, DuPage, Kane, and Will Counties for which regulatory floodways have been designated pursuant to 17 *Illinois Administrative Code*, Part 3708. A list of Illinois "public bodies of water" can be viewed at the IDNR website. **Per review of the list of "public bodies of water", the Kishwaukee River does not fall under this jurisdiction.** In order for a project to be authorized by SWP 12, the following special conditions must be met:

(a) Flood Damage. An Illinois licensed professional engineer must determine and document that the existing structure has not been the cause of demonstrable flood damage. This documentation will include, at a minimum, confirmation that: no buildings or structures have been impacted by the backwater induced by the existing structure, and there is no record of complaints of flood damages associated with the existing structure. **Since the water surface elevations were not raised from existing to proposed conditions, and no buildings / structures adjacent to the waterway crossing would be impacted by the proposed bridge replacement, no "flood damage" is anticipated for this project.**

(b) Waterway Opening. An Illinois licensed professional engineer must determine that the new structure will provide the same or greater effective waterway opening as the existing structure. For bridge widening projects, the existing piers and the proposed pier extensions must be in line with the direction of the approaching flow upstream of the bridge. **The opening area for the proposed Kishwaukee River Bridge is twice as large as existing, so this requirement was achieved.**

(c) Road Grade. The project does not include any appreciable rising of the roadway approaches. This condition does not apply if all points on the approaches exist at an elevation equal to or higher than the 100-year frequency flood headwater elevation as determined by a Federal Emergency Management Agency flood insurance study, or a study completed or approved by IDNR/OWR. **The proposed roadway achieves 100-year freeboard requirements without overtopping.**

(d) Channel Modification. The project does not involve the straightening, enlargement, or relocation of the existing channel of the river or stream, except as permitted by SWP 9, "Minor Shoreline, Channel, and Stream Bank Protection Activities," or by SWP 11, "Minor Maintenance Dredging Activities." **Very minor channel work will be included in the project improvements, such as re-grading the overbank area between the 2 channels and reconnecting the regraded roadside ditch into the edge of the channel. A proposed pier is also placed within the Kishwaukee River channel. These items were considered minor since no channel realignment, straightening or enlargement is involved with the project improvements.**

(e) Compliance Documentation. The permittee will maintain records of projects authorized by SWP 12 that are necessary to document compliance with the above conditions. The required determination and documentation, along with the certifications, should be submitted with the Preliminary Bridge Design and Hydraulic Report (PBDHR) through the district to the Bureau of Bridges and Structures (BBS) Local Bridge Unit; see Section 10-2.03. **The preliminary bridge design and hydraulic reports were submitted to the BBS Local Bridge Unit and accepted during the Phase I study.**

I hereby certify that the existing structure has not been the cause of demonstrable flood damage and that:

no buildings or structures have been impacted by the backwater induced by the existing structure; and

there is no record of complaints of flood damage associated with the existing structure

Edward E. Yousif  
Edward E. Yousif

11/22/17  
Date

I hereby certify that I have determined that the new structure will provide an effective waterway opening equal to or greater than that provided by the existing structure.

Edward E. Yousif  
Edward E. Yousif

11/22/17  
Date



*Exp. Date*  
*11/30/2019*

**DEPARTMENT OF THE ARMY 404 PERMIT**



REPLY TO  
ATTENTION OF:

**DEPARTMENT OF THE ARMY**  
CHICAGO DISTRICT, CORPS OF ENGINEERS  
231 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60604-1437

August 28, 2017

Technical Services Division  
Regulatory Branch  
LRC-2011-00596

SUBJECT: Deerpass Road over Kishwaukee River, 0.7 miles North of IL 176, Marengo, McHenry County, IL 60152 (Sections 25, Township 44 N, Range 5 E, 6 E) Latitude: 42.2648° North, Longitude: -88.589° West.

Ernest Varga  
McHenry County Division of Transportation  
16111 Nelson Road  
Woodstock, Illinois 60098

Dear Mr. Varga:

The U.S. Army Corps of Engineers has authorized the above-referenced project under Section 404 of the Clean Water Act, as described in your notification and as shown on the plans titled, "County Highway 47 (Deerpass Road) over the Kishwaukee River and North Branch of the Kishwaukee River – Section 10-00377-00-BR – Project BRS-0111(060) – Bridge Replacement – McHenry County – Job No. C-91-747-10", dated 11/14/2016, prepared by AECOM.

This determination covers only your project as described above. If the design, location, or purpose of the project is changed, you should contact this office to determine the need for further authorization. If it is anticipated that the activity as described cannot be completed within the time limits of the authorization, you must submit a request for a time extension to this office at least thirty (30) calendar days prior to the expiration date of your permit. Failure to do so will result in the District's re-evaluation of your project, which may include the issuance of a public notice.

To offset project impacts, the approved mitigation plan entitled "Kishwaukee Wetland Restoration and Deerpass Mitigation," dated June 9, 2017, prepared by McHenry County Conservation District, and permitted under LRC-2017-289, shall be implemented.

Once you have completed your project, please sign and return the enclosed compliance certification. If you have any questions, please contact Julie Rimbault of my staff by telephone at (312) 846-5542, or email at [Julie.C.Rimbault@usace.army.mil](mailto:Julie.C.Rimbault@usace.army.mil).

Sincerely,



Keith L. Wozniak  
Chief, Regulatory Branch  
Regulatory Branch

Enclosure

Copy furnished:

United States Fish & Wildlife Service (Shawn Cirton)  
McHenry County Conservation District (Brad Woodson)  
McHenry County Department of Planning and Development (Joanna Colletti)  
McHenry-Lake County SWCD (Ed Weskerna)  
AECOM (Brian Smith)



## PERMIT COMPLIANCE

### CERTIFICATION

Permit Number: LRC-2011-00596  
Permittee: Ernest Varga  
McHenry County Division of Transportation  
Date of Issuance: August 28, 2017

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of said permit and if applicable, compensatory wetland mitigation was completed in accordance with the approved mitigation plan.<sup>1</sup>

\_\_\_\_\_  
PERMITTEE

\_\_\_\_\_  
DATE

Upon completion of the activity authorized by this permit and any mitigation required by the permit, this certification must be signed and returned to the following address:

U.S. Army Corps of Engineers  
Chicago District, Regulatory Branch  
231 South LaSalle Street, Suite 1500  
Chicago, Illinois 60604-1437

Please note that your permitted activity is subject to compliance inspections by Corps of Engineers representatives. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

---

<sup>1</sup> If compensatory mitigation was required as part of your authorization, you are certifying that the mitigation area has been graded and planted in accordance with the approved plan. You are acknowledging that the maintenance and monitoring period will begin after a site inspection by a Corps of Engineers representative or after thirty days of the Corps' receipt of this certification. You agree to comply with all permit terms and conditions, including additional reporting requirements, for the duration of the maintenance and monitoring period.



4. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of staked straw bales, sedimentation basins and temporary mulching. All construction within the waterway shall be constructed during zero or low flow conditions. The applicant shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of 1 (one) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.
5. The applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2016).
6. The proposed work shall be constructed with adequate erosion control measures (i.e., silt fences, straw bales, etc.) to prevent transport of sediment and materials to the adjoining wetlands and downstream.
7. Asphalt, bituminous material and concrete with protruding material such as reinforcing bar or mesh shall not be 1) used for backfill, 2) placed on shorelines/streambanks, or 3) placed in waters of the State.
8. The mitigation plan received by the Agency on August 23, 2016 in the "Proposed Mitigation" section of the "Section 401 of the Federal Water Pollution Control Act – Anti-degradation Analysis" document shall be implemented. Modifications to the mitigation plan must be submitted to the Agency for approval. The permittee shall submit annual reports by July 1 of each calendar year on the status of the mitigation. The first annual report shall include a hydric soils determination that represents the soils at the completion of initial construction for the wetland mitigation site(s). The permittee shall monitor the mitigation for 5 years after the completion of initial construction. A final report shall be submitted within 90 days after completion of a 5-year monitoring period. Each annual report and the final report shall include the following: IEPA Log No., date of completion of initial construction, representative photographs, floristic quality index, updated topographic maps, description of work in the past year, the performance standards for the mitigation as stated in the mitigation plan, and the activities remaining to complete the mitigation plan. For wetland mitigation sites containing non-hydric soils at the time of initial construction, the final report shall include a hydric soils determination that represents the soils at the end of the 5-year monitoring period. For mitigation provided by purchase of mitigation banking credits, in lieu of the above monitoring and reporting, the permittee shall submit written proof from the mitigation bank that the mitigation credits have been purchased within thirty (30) days of said purchase. The subject reports and proof of purchase of mitigation credits shall be submitted to:

Illinois Environmental Protection Agency  
Bureau of Water  
Permit Section  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276
9. Temporary wetland impacts shall be restored in accordance with the document entitled "Temporary Wetland Impact Commitments" received by the Agency on September 15, 2016. A monitoring report evaluating vegetative coverage and the extent of native vegetation after 2 growing seasons following construction shall be submitted to the address above. The monitoring report shall include reference to the IEPA Log Number.

Page No. 3  
Log #C-0031-16

This certification becomes effective when the Department of the Army, Corps of Engineers, includes the above conditions # 1 through # 9 as conditions of the requested permit issued pursuant to Section 404 of PL 95-217.

This certification does not grant immunity from any enforcement action found necessary by this Agency to meet its responsibilities in prevention, abatement, and control of water pollution.

Sincerely,



Alan Keller, P.E.  
Manager, Permit Section  
Division of Water Pollution Control

SAK:TJF:0031-16.docx

cc: ✓IEPA, Records Unit  
IEPA, DWPC, FOS, Des Plaines  
IDNR, OWR, Bartlett  
USEPA, Region 5  
Mr. Ernest Varga, McHenry County Division of Transportation, 16111 Nelson Road, Woodstock, IL 60098  
Ms. Kirsten Mawhinney, AECOM Technical Services, Inc., 303 East Wacker Drive, Suite 1400, Chicago, IL 60601

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

Effective: June 2, 2017

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

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

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

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

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

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

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

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

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the Contractor’s yard or another job and the cost to re-mobilize, whichever is less.

Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

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

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

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

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

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

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

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

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

|                   |  |
|-------------------|--|
|                   | One Clerk  |
| Over \$50,000,000 | One Project Manager,<br>Two Project Superintendents,<br>One Engineer, and<br>One Clerk |

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid. For working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

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

Extended Traffic Control occurs between December 1 and March 31:

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

Where: TE = Duration of approved time extension in calendar days.

% = Percent maintenance for the traffic control, % (see table below).

CUP = Contract unit price for the traffic control pay item in place during the delay.

OCT = Original contract time in calendar days.

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

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

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

## CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

| Effective Dates            | Horsepower Range | Model Year |
|----------------------------|------------------|------------|
| June 1, 2010 <sup>1/</sup> | 600-749          | 2002       |
|                            | 750 and up       | 2006       |
| June 1, 2011 <sup>2/</sup> | 100-299          | 2003       |
|                            | 300-599          | 2001       |
|                            | 600-749          | 2002       |
|                            | 750 and up       | 2006       |
| June 1, 2012 <sup>2/</sup> | 50-99            | 2004       |
|                            | 100-299          | 2003       |
|                            | 300-599          | 2001       |
|                            | 600-749          | 2002       |
|                            | 750 and up       | 2006       |

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

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

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

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

### **Diesel Retrofit Deficiency Deduction**

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

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

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

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

Effective: September 1, 2000

Revised: July 2, 2016

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

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

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

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

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

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a

good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 18.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

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

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

- (a) The bidder shall submit a DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
  - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures herein.

- (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to [DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov) or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

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

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

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors

are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
  - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration

Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

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

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

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor,

with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

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

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

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

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

Effective: November 1, 2017

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

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

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

80388

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

Effective: January 1, 2010

Revised: April 1, 2016

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

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

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

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

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location.”

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

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

80246

## **HOT-MIX ASPHALT – TACK COAT (BDE)**

Effective: November 1, 2016

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

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

80376

## LIGHTS ON BARRICADES (BDE)

Effective: January 1, 2018

Revise Article 701.16 of the Standard Specifications to read:

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

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

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

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

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

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

80392

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

Effective: November 2, 2017

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

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

80390

## **PORTABLE CHANGEABLE MESSAGE SIGNS (BDE)**

Effective: November 1, 2016

Revised: April 1, 2017

Revise the second paragraph of Article 701.20(h) of the Standard Specifications to read:

“For all other portable changeable message signs, this work will be paid for at the contract unit price per calendar day for each sign as CHANGEABLE MESSAGE SIGN.”

Revise this second sentence of the first paragraph of Article 1106.02(i) of the Standard Specifications to read:

“The message panel shall be a minimum of 7 ft (2.1 m) above the edge of pavement in urban areas and a minimum of 5 ft (1.5 m) above the edge of pavement in rural areas, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time.”

80377

## PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2017

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

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

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

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

80389

**PORTLAND CEMENT CONCRETE BRIDGE DECK CURING (BDE)**

Effective: April 1, 2015

Revised: November 1, 2017

Revise the following two entries in the table in Article 1020.13 of the Standard Specifications to read:

| "INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION" |                                 |                    |  |
|---|---------------------------------|--------------------|--|
| TYPE OF CONSTRUCTION  | CURING METHODS                  | CURING PERIOD DAYS | LOW AIR TEMPERATURE PROTECTION METHODS |
| Superstructure (Approach Slab)                                  | 1020.13(a)(5)(6) <sup>19/</sup> | 3                  | 1020.13(d)(1)(2) <sup>17/</sup>        |
| Deck  | 1020.13(a)(5)(6) <sup>19/</sup> | 7                  | 1020.13(d)(1)(2) <sup>17/</sup>        |

Add the following footnote to the end of the Index Table of Curing and Protection of Concrete Construction in Article 1020.13 of the Standard Specifications:

"19/ The cellulose polyethylene or synthetic fiber with polymer polyethylene blanket method shall not be used on latex modified concrete."

Revise Article 1020.13(a)(5) of the Standard Specifications to read:

"(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry or damp cotton mats. Cotton mats in poor condition will not be allowed. The cotton mats shall be placed in a manner which will not create indentations greater than 1/4 in. (6 mm) in the concrete surface. Minor marring of the surface is tolerable and is secondary to the importance of timely curing. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. Thereafter, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets. The cotton mats shall be kept saturated with water.

- a. Bridge Decks. For bridge decks, a foot bridge shall be used to place and wet the cotton mats. The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without indentations to the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 4 ft (1.2 m) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

For areas inaccessible to the cotton mats, curing shall be according to Article 1020.13(a)(3)."

Add the following to Article 1020.13(a) of the Standard Specifications.

“(6) Cellulose Polyethylene Blanket Method and Synthetic Fiber with Polymer Polyethylene Blanket Method. After the surface of concrete has been textured or finished, it shall be covered immediately with a cellulose polyethylene or synthetic fiber with polymer polyethylene blanket. Damaged blankets will not be allowed. The blankets shall be installed with the white perforated polyethylene side facing up. Adjoining blankets shall overlap a minimum of 8 in. (200 mm). Any air bubbles trapped during placement shall be removed. The blankets fiber side shall be wetted immediately prior to placement or as the blanket is being placed, and the polyethylene side shall be thoroughly soaked with a gentle spray of water immediately after placement. Thereafter, the blankets shall be kept saturated with water. For bridge decks, the blankets shall be placed and kept wet according to Article 1020.13(a)(5)a.”

Revise the first paragraph of Article 1022.03 of the Standard Specifications to read:

**“1022.03 Waterproof Paper Blankets, White Polyethylene Sheeting, Burlap-Polyethylene Blankets, Cellulose Polyethylene Blankets, and Synthetic Fiber with Polymer Polyethylene Blankets.** These materials shall be white and according to ASTM C 171.

The cellulose polyethylene blanket shall consist of a perforated white polyethylene sheeting with cellulose fiber backing and shall be limited to single use only. The cellulose polyethylene blankets shall be delivered to the jobsite unused and in the manufacturer’s unopened packaging until ready for installation. Each roll shall be clearly labeled with product name, manufacturer, and manufacturer’s certification of compliance with ASTM C 171.

The synthetic fiber with polymer polyethylene blanket shall consist of a perforated white polyethylene sheeting with absorbent synthetic fibers and super absorbent polymer backing, and shall be limited to single use only. The synthetic fiber with polymer polyethylene blankets shall be delivered to the jobsite unused and in the manufacturer’s unopened packaging until ready for installation. Each roll shall be clearly labeled on the product with product name, manufacturer, and manufacturer’s certification of compliance with ASTM C 171.”

80359

## **PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

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

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

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

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

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

80328

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

Effective: April 2, 2004

| Revised: August 1, 2017

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

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

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

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

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

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

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

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

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars  
Q = quantity of steel incorporated into the work, in lb (kg)  
D = price factor, in dollars per lb (kg)

$$D = MPI_M - MPI_L$$

Where:  $MPI_M$  = The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

$MPI_L$  = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

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

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

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

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

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

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

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

**Attachment**

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

80127

## **SUBCONTRACTOR MOBILILATION PAYMENTS (BDE)**

Effective: November 2, 2017

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

“This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

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

80391

**TRAINING SPECIAL PROVISIONS (BDE)** This Training Special Provision supersedes Section 7b of the Special Provision entitled “Specific Equal Employment Opportunity Responsibilities,” and is in implementation of 23 U.S.C. 140(a).

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

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

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

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

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

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

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

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

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

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

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

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

20338

## WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: April 1, 2016

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

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

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

### Equipment.

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

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

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

"(11) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of  $\pm 2$  percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

- b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

#### Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

"(e) Warm Mix Technologies.

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

#### Construction Requirements.

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

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

#### Basis of Payment.

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

80288

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

Effective: June 2, 2012

| Revised: April 2, 2015

| The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

| The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

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

80302

## **CONCRETE WEARING SURFACE**

Effective: June 23, 1994

Revised: October 4, 2016

Description. This work consists of placing a concrete wearing surface, to the specified thickness, on precast concrete members such as deck beams and deck panels. Included in this work is cleaning and preparing the precast concrete surface prior to placement of the concrete wearing surface. This work shall be according to the applicable articles of Section 503 and the following.

Materials. The concrete wearing surface shall be class BS concrete, except as follows, when Steel Bridge Rail is used in conjunction with concrete wearing surface, the 14 day mix design shall be replaced by a 28 day mix design with a compressive strength of 5000 psi (34,500 kPa) and a design flexural strength of 800 psi (5,500 kPa).

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

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

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

Hand-held high-pressure waterblasting equipment shall have a minimum water pressure of 7000 psi (48 MPa).

(2) Vacuum Cleanup Equipment. The equipment shall be equipped with fugitive dust control devices capable of removing wet debris and water all in the same pass. Vacuum equipment shall also be capable of washing the deck with pressurized water prior to the vacuum operation to dislodge all debris and slurry from the deck surface.

(b) Concrete Equipment: Equipment for proportioning and mixing the concrete shall be according to Article 1020.03.

(c) Finishing Equipment. Finishing equipment shall be according to Article 503.03.

(d) Mechanical Fogging Equipment. Mechanical fogging equipment shall be according to 503.03.

## CONSTRUCTION REQUIREMENTS

Surface Preparation. Prior to placement of the concrete wearing surface, the top surface of the precast concrete members shall be clean and free of all foreign material.

All debris of every type, including dirty water, resulting from the cleaning operation shall be reasonably confined during the performance of the cleaning work and shall be immediately and thoroughly removed from the cleaned surfaces and all other areas where debris may have accumulated.

Prior to placement of the concrete wearing surface, the Engineer will inspect the cleaned surface, all areas still contaminated shall be cleaned again at the Contractor's expense.

Wearing Surface Placement. The concrete wearing surface placement shall be according to Article 503.16 of the Standard Specifications. Areas to receive the overlay shall be either thoroughly or continuously wetted with water at least one hour before placement of the concrete wearing surface is started. When the surface is pre-wetted any accumulations of water shall be dispersed or removed prior to placement of the concrete wearing surface.

Plans for anchoring support rails and the mixture-placing procedure shall be submitted to the Engineer for approval.

Curing and Protection. The concrete shall be continuously wet cured for at least 14 days according to Article 1020.13(a)(5). However, if the minimum specified compressive strength or flexural strength is obtained prior to 14 days, the cure time may be reduced, but at no time shall the wet cure be less than 7 days. The concrete shall be protected from low air temperatures according to Article 1020.13(d)(1) or (2), except the protection method shall remain in place for the entire curing period.

Opening to Traffic. The concrete wearing surface without Steel Bridge Rail attached may be opened to traffic when test specimens have obtained a minimum compressive strength of 4000 psi (27,500 kPa) or a minimum flexural strength of 675 psi (4650 kPa), but not prior to the completion of the wet cure. When Steel Bridge Rail is utilized, the concrete wearing surface may be opened when test specimens have obtained a minimum compressive strength of 5000 psi (34,500 kPa) or a minimum flexural strength of 800 psi (5500 kPa), but not prior to the completion of the wet cure.

Method of Measurement. Concrete wearing surface will be measured for payment in place and the area computed in square yards (square meters).

Basis of Payment. This work including cleaning and surface preparation will be paid for at the contract unit price per square yard (square meter) for CONCRETE WEARING SURFACE, of the thickness specified.

## **PIPE UNDERDRAINS FOR STRUCTURES**

Effective: May 17, 2000

Revised: January 22, 2010

Description. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe underdrain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 16, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

Construction Requirements. All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

Method of Measurement. Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.

## **BOND BREAKER FOR PRESTRESSED CONCRETE BULB-T BEAMS**

Effective: April 19, 2012

Description. This work shall consist of furnishing and applying a bond breaker to the top flange of prestressed concrete bulb T-beams as detailed on the contract plans. After the beams have been erected at the job site and just prior to installation of the bridge deck reinforcement, portions of the top surface of the beams identified on the plans shall have one of the following bond breakers applied:

1. Two coats of Type I, II or III membrane curing compound according to Article 1022.01 and applied with a roller.
2. Two coats of protective coat according to Article 1023.01 and applied with a roller.
3. Bonded Roofing felt - 30 lbs. (13.6 kg)

The concrete surface shall be clean of loose debris and dry for a minimum of 2 hours, prior to application of the bond breaking material. The temperature of the concrete and air shall be 40°F (4°C) or higher at the time of application.

For systems requiring multiple coats, the second coat may follow immediately after the first coat. Also, the material shall not be exposed to rain, snow, or foot traffic for a minimum period of 4 hours after application.

Damaged or compromised bond breaker, as determine by the Engineer, shall be repaired.

Basis of Payment. This work will not be measured for payment but shall be considered included in the cost for Concrete Superstructure.

## **BRIDGE DECK CONSTRUCTION**

Effective: October 22, 2013

Revised: December 21, 2016

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

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

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

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

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

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

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

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

- “(3) Beam Blocks. Suitable beam blocks of 4 in x 4 in (100 x 100 mm) timbers or metal structural shapes of equivalent strength or better, acceptable to the Engineer, shall be wedged between the webs of the two beams tied together, within 6 inches (150 mm) of the bottom flange at each location where they are tied. When it is not feasible to have

the resulting force from the leg brace of the cantilever brackets transmitted to the web within 6 inches (150 mm) of the bottom flange, then additional blocking shall be placed at each bracket to transmit the resulting force to within 6 inches (150 mm) of the bottom flange of the next interior beam or girder.”

**Delete the last paragraph of Article 503.06(b).**

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

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

**I. GENERAL**

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

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

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor

performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection

for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

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

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#).

The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

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

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

#### **1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a

separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

#### **10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

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

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

and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

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

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

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of

Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

\* \* \* \* \*

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

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

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

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

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

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

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY  
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.