

June 1, 2016

SUBJECT: FAP Route 846 (IL 53) Project HSR-0846 (026) Section D1HSRR2016-01 Will County Contract No. 62B32 Item No. 32, June 10, 2016 Letting Addendum A

NOTICE TO PROSPECTIVE BIDDERS:

Attached is an addendum to the plans or proposal. This addendum involves revised and/or added material.

- 1. Replaced the Schedule of Prices
- 2. Revised page iii of the Table of Contents to the Special Provisions
- 3. Added pages 177-185 to the Special Provisions
- 4. Revised sheets 9, 10, 20, 21, 30, 62, 63, 69, 70, 72-75, & 86 of the. Plans
- 5. Added Soils Reports to the Illinois Department of Transportation website in the Item 32 directory

Prime contractors must utilize the enclosed material when preparing their bid and must include any Schedule of Prices changes in their bidding proposal.

Bidders using computer-generated bids are cautioned to reflect any and all Schedule of Prices changes, if involved, into their computer programs.

Very truly yours,

Maureen M. Addis, P.E. Acting Engineer of Design and Environment

Jette abechlyon AE.

By: Ted B. Walschleger, P. E. Engineer of Project Management

cc: John Fortmann, Region 1, District 1; Tim Kell; Estimates

MS/ck

State Job # - C-91-014-16

Project Number	Route	
HSR-0846/026/	FAP 846	
*REVISED: MAY 27, 2016		

District -

County Name -

Code -

Section Number - D1HSRR2016-01

WILL--

197 - -

1 - -

	em mber	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
*DEL	#1008855	HMA BC WID 12 1/4	SQ YD	130.000				
*DEL	#1010628	rr fac/t spr p cab sp	EACH	1.000				
	K0029614	WEED CONT AQUATIC	GALLON	0.200				
	K0029624	WEED CONTROL TEASEL	GALLON	0.500				
	X0324085	EM VEH P S LSC 20 3C	FOOT	976.000				
*ADD	X1400169	RR FAC/T SPR R CAB SP	EACH	1.000				
	X4421790	CL D PATCH T2 12 SPL	SQ YD	12.000				
	X6700410	ENGR FLD OFF A SPL	CAL MO	12.000				
	X7010216	TRAF CONT & PROT SPL	L SUM	1.000				
	X8600105	MASTER CONTROLLER SPL	EACH	1.000				
	X8620200	UNINTER POWER SUP SPL	EACH	1.000				
	X8710024	FOCC62.5/125 MM12SM24	FOOT	2,305.000				
	Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
	Z0030850	TEMP INFO SIGNING	SQ FT	103.000				
	Z0033056	OPTIM TRAF SIGNAL SYS	EACH	1.000				

Page 1 6/1/2016

State Job # - C-91-014-16

Project Number	Route
HSR-0846/026/	FAP 846
*REVISED: MAY 27, 2016	

District -

Code -

County Name -

Section Number - D1HSRR2016-01

WILL--

197 - -

1 - -

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
Z0041500	PLUG EX CULVERTS	EACH	1.000				
Z0062456	TEMP PAVEMENT	SQ YD	820.000				
20100110	TREE REMOV 6-15	UNIT	8.000				
20101000	TEMPORARY FENCE	FOOT	900.000				
20200100	EARTH EXCAVATION	CU YD	3,238.000				
20201200	REM & DISP UNS MATL	CU YD	360.000				
20700220	POROUS GRAN EMBANK	CU YD	748.000				
20800150	TRENCH BACKFILL	CU YD	34.000				
21001000	GEOTECH FAB F/GR STAB	SQ YD	100.000				
21101625	TOPSOIL F & P 6	SQ YD	3,617.000				
25000210	SEEDING CL 2A	ACRE	0.520				
25000310	SEEDING CL 4	ACRE	0.170				
25000400	NITROGEN FERT NUTR	POUND	47.000				
25000600	POTASSIUM FERT NUTR	POUND	47.000				
25100115	MULCH METHOD 2	ACRE	0.090				

Page 2 6/1/2016

State Job # - C-91-014-16

	Project Number	Route
WILL	HSR-0846/026/	FAP 846
197	*REVISED: MAY 27, 2016	

District -

County Name -

Code -

Section Number - D1HSRR2016-01

1 - -

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
25100630	EROSION CONTR BLANKET	SQ YD	3,185.000				
25200200	SUPPLE WATERING	UNIT	180.000				
28000250	TEMP EROS CONTR SEED	POUND	10.000				
28000305	TEMP DITCH CHECKS	FOOT	276.000				
28000315	AGG DITCH CHECKS	TON	3.000				
28000400	PERIMETER EROS BAR	FOOT	1,720.000				
28000510	INLET FILTERS	EACH	5.000				
28100107	STONE RIPRAP CL A4	SQ YD	404.000				
28100109	STONE RIPRAP CL A5	SQ YD	229.000				
28200200	FILTER FABRIC	SQ YD	646.000				
30300001	AGG SUBGRADE IMPROVE	CU YD	67.000				
30300112	AGG SUBGRADE IMPR 12	SQ YD	3,758.000				
31101200	SUB GRAN MAT B 4	SQ YD	964.000				
35102200	AGG BASE CSE B 10	SQ YD	13.000				
35501330	HMA BASE CSE 11 1/2	SQ YD	986.000		<u> </u>		

Page 3 6/1/2016

C-91-014-16 State Job # -

Project Number	Route
HSR-0846/026/	FAP 846
*REVISED: MAY 27, 2016	

County Name -WILL--Code -197 - -1 - -

District -

Section Number - D1HSRR2016-01

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
35501333	HMA BASE CSE 12 1/4	SQ YD	1,238.000				
35600722	HMA BC WID 11 1/2	SQ YD	40.000				
*ADD 35600725	HMA BC WID 12 1/4	SQ YD	130.000				
40200800	AGG SURF CSE B	TON	24.000				
40600290	BIT MATLS TACK CT	POUND	2,764.000				
40600982	HMA SURF REM BUTT JT	SQ YD	42.000				
40603565	P HMA SC "E" N70	TON	405.000				
44000100	PAVEMENT REM	SQ YD	1,709.000				
44000157	HMA SURF REM 2	SQ YD	431.000				
44000500	COMB CURB GUTTER REM	FOOT	241.000				
44003100	MEDIAN REMOVAL	SQ FT	1,261.000				
44004250	PAVED SHLD REMOVAL	SQ YD	1,612.000				
44201796	CL D PATCH T4 12	SQ YD	62.000				
48101600	AGGREGATE SHLDS B 8	SQ YD	184.000				
48203051	HMA SHOULDERS 13 1/2	SQ YD	333.000				

Page 4 6/1/2016

C-91-014-16 State Job # -

P	roject Number	Route
н	SR-0846/026/	FAP 846
*	REVISED: MAY 27, 2016	

Code -197 - -District -

County Name -

1 - -

Section Number - D1HSRR2016-01

WILL--

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
48203054	HMA SHOULDERS 14 1/4	SQ YD	1,012.000				
50100300	REM EXIST STRUCT N1	EACH	1.000				
50100400	REM EXIST STRUCT N2	EACH	1.000				
50100500	REM EXIST STRUCT N3	EACH	1.000				
50104400	CONC HDWL REM	EACH	5.000				
50105220	PIPE CULVERT REMOV	FOOT	8.000				
50200100	STRUCTURE EXCAVATION	CU YD	248.000				
50200450	REM/DISP UNS MATL-STR	CU YD	67.000				
50300225	CONC STRUCT	CU YD	35.400				
50500505	STUD SHEAR CONNECTORS	EACH	344.000				
50800105	REINFORCEMENT BARS	POUND	22,240.000				
50800205	REINF BARS, EPOXY CTD	POUND	3,100.000				
51500100	NAME PLATES	EACH	1.000				
52200015	PERM SHT PILING	SQ FT	4,816.000				
52200020	TEMP SOIL RETEN SYSTM	SQ FT	444.000		<u> </u>	 	

Page 5 6/1/2016

C-91-014-16 State Job # -

Project Number	Route
HSR-0846/026/	FAP 846
*REVISED: MAY 27, 20	16

County Name -WILL--Code -197 - -District -1 - -

Section Number - D1HSRR2016-01

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
54003000	CONC BOX CUL	CU YD	124.500				
542A0229	P CUL CL A 1 24	FOOT	76.000				
54213669	PRC FLAR END SEC 24	EACH	1.000				
59300100	CONTR LOW-STRENG MATL	CU YD	3.000				
60247170	DR STR T2 W/2 T22F&G	EACH	1.000				
60500060	REMOV INLETS	EACH	1.000				
63000001	SPBGR TY A 6FT POSTS	FOOT	412.500				
63000003	SPBGR TY A 9FT POSTS	FOOT	37.500				
63000025	SPBGR ATTACH TO STR	FOOT	50.000				
63100167	TR BAR TRM T1 SPL TAN	EACH	2.000				
63200310	GUARDRAIL REMOV	FOOT	170.000				
64200108	SHOULDER RUM STRIP 8	FOOT	2,270.000				
66900200	NON SPL WASTE DISPOSL	CU YD	55.000				
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000				
66900530	SOIL DISPOSAL ANALY	EACH	1.000				

Page 6 6/1/2016

State Job # - C-91-014-16

Project Number	Route
HSR-0846/026/	FAP 846
*REVISED: MAY 27, 201	6

District -

County Name -

Code -

Section Number - D1HSRR2016-01

WILL--

197 - -

1 - -

Item Numbe		Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
	-					<u> </u>	_	
67	7100100	MOBILIZATION	L SUM	1.000				
70	0103815	TR CONT SURVEILLANCE	CAL DA	70.000				
70	0106800	CHANGEABLE MESSAGE SN	CAL MO	16.000				
70	0300210	TEMP PVT MK LTR & SYM	SQ FT	145.000				
70	0300220	TEMP PVT MK LINE 4	FOOT	10,935.000				
70	0300240	TEMP PVT MK LINE 6	FOOT	441.000				
70	0300280	TEMP PVT MK LINE 24	FOOT	279.000				
70	0400100	TEMP CONC BARRIER	FOOT	562.000				
70	0600260	IMP ATTN TEMP FRN TL3	EACH	1.000				
*REV 72	2000100	SIGN PANEL T1	SQ FT	202.000				
72	2000200	SIGN PANEL T2	SQ FT	10.000				
72	2400100	REMOV SIN PAN ASSY TA	EACH	10.000				
72	2800100	TELES STL SIN SUPPORT	FOOT	246.000				
*REV 78	8000100	THPL PVT MK LTR & SYM	SQ FT	280.000				
78	8000200	THPL PVT MK LINE 4	FOOT	3,601.000				

Page 7 6/1/2016

C-91-014-16 State Job # -

Project Numb	Project Number	
HSR-0846/02	6/	FAP 846
*REVISED: M	AY 27, 2016	

County Name -WILL--Code -197 - -District -1 - -

Section Number - D1HSRR2016-01

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
78000400	THPL PVT MK LINE 6	FOOT	1,565.000				
78000500	THPL PVT MK LINE 8	FOOT	197.000				
78000600	THPL PVT MK LINE 12	FOOT	110.000				
*REV 78000650	THPL PVT MK LINE 24	FOOT	197.000				
78100100	RAISED REFL PAVT MKR	EACH	24.000				
78200011	BARR WALL REF TYPE C	EACH	46.000				
78200410	GUARDRAIL MKR TYPE A	EACH	27.000				
78201000	TERMINAL MARKER - DA	EACH	2.000				
78300100	PAVT MARKING REMOVAL	SQ FT	4,471.000				
80500020	SERV INSTALL POLE MT	EACH	1.000				
81028200	UNDRGRD C GALVS 2	FOOT	2,566.000				
81028210	UNDRGRD C GALVS 2 1/2	FOOT	60.000				
81028220	UNDRGRD C GALVS 3	FOOT	54.000				
81028240	UNDRGRD C GALVS 4	FOOT	967.000				
81400200	HD HANDHOLE	EACH	12.000				

State Job # - C-91-014-16

Proje	ct Number	Route
HSR-	0846/026/	FAP 846
*REV	ISED: MAY 27, 2016	

County Name -WILL- -Code -197 - -District -1 - -

Section Number - D1HSRR2016-01

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
81400300	DBL HANDHOLE	EACH	3.000				
85000200	MAIN EX TR SIG INSTAL	EACH	1.000				
86400100	TRANSCEIVER - FIB OPT	EACH	2.000				
87300925	ELCBL C TRACER 14 1C	FOOT	2,279.000				
87301225	ELCBL C SIGNAL 14 3C	FOOT	976.000				
87301245	ELCBL C SIGNAL 14 5C	FOOT	5,166.000				
87301255	ELCBL C SIGNAL 14 7C	FOOT	964.000				
87301305	ELCBL C LEAD 14 1PR	FOOT	4,021.000				
87301750	ELCBL C RAILRD 14 3C	FOOT	80.000				
87301805	ELCBL C SERV 6 2C	FOOT	43.000				
87301900	ELCBL C EGRDC 6 1C	FOOT	1,026.000				
87502460	TS POST GALVS 12	EACH	1.000				
87502510	TS POST GALVS 17	EACH	1.000				
87700170	S MAA & P 26	EACH	1.000				
87700180	S MAA & P 28	EACH	1.000				

Page 9 6/1/2016

State Job # - C-91-014-16

WILL--

197 - -

1 - -

Section Number - D1HSRR2016-01

County Name -

Code -

District -

Project Number	Route
HSR-0846/026/	FAP 846
*REVISED: MAY 27, 2016	

ltem Unit of Number Pay Item Description Measure Quantity **Unit Price Total Price** Х = 87700220 S MAA & P 36 EACH 1.000 EACH 87700290 S MAA & P 50 2.000 EACH 87702618 S MAA & P DMA 38 & 60 1.000 87800100 CONC FDN TY A FOOT 8.000 87800150 CONC FDN TY C FOOT 4.000 87800400 CONC FDN TY E 30D FOOT 20.000 87800415 CONC FDN TY E 36D FOOT 41.000 87800420 CONC FDN TY E 42D FOOT 22.000 87900200 DRILL EX HANDHOLE EACH 1.000 EACH 88030020 SH LED 1F 3S MAM 14.000 EACH 88030050 SH LED 1F 3S BM 6.000 EACH 88030080 SH LED 1F 4S MAM 3.000 EACH 88055150 OPSH LED 1F 3S BM 1.000 EACH 1.000 88055165 OPSH LED 1F 4S BM 88200400 TS BACKPLATE F PLAST EACH 17.000

Page 10 6/1/2016

State Job # - C-91-014-16

Section Number - D1HSRR2016-01

		Project Number	Route
County Name -	WILL	HSR-0846/026/	FAP 846
Code -	197	*REVISED: MAY 27, 2016	
District -	1		

ltem Unit of Number **Pay Item Description** Measure Quantity Unit Price **Total Price** Х = 88500100 INDUCTIVE LOOP DETECT EACH 13.000 88600100 DET LOOP T1 FOOT 1,127.000 EACH 88700200 LIGHT DETECTOR 4.000 88700300 LIGHT DETECTOR AMP EACH 1.000

Page 11 6/1/2016 CONTRACT NUMBER 62B32

THIS IS THE TOTAL BID \$

NOTES:

- 1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.
- 2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.
- 3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.
- 4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown.

CONCRETE END SECTIONS FOR PIPE CULVERTS (BDE)	126
CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)	128
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)	130
ENGINEER'S FIELD OFFICE (BDE)	140
EQUAL EMPLOYMENT OPPORTUNITY (BDE)	141
ERRATA FOR THE 2016 STANDARD SPECIFICATIONS (BDE)	144
PROGRESS PAYMENTS (BDE)	148
TEMPORARY CONCRETE BARRIER (BDE)	149
TRAVERSABLE PIPE GRATE (BDE)	150
WARM MIX ASPHALT (BDE)	151
WEEKLY DBE TRUCKING REPORTS (BDE)	153
BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)	154
FUEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)	157
STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)	161
STORM WATER POLLUTION PREVENTION PLAN	165
ARRA REQUIREMENTS	177
FEDERAL COMPLIANCE REQUIREMENTS	178
404 PERMIT CONDITIONS (FOR HOFF ROAD)	182
HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)	184

ARRA REQUIREMENTS

Authority of the U.S. Comptroller General. Section 902 of ARRA requires that each contract awarded using ARRA funds allow the U.S. Comptroller General and his representatives to:

- 1. Examine, copy, and/or audit any records of CONTRACTOR or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- 2. Interview any officer or employee of CONTRACTOR or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Authorized representatives of the Illinois Department of Transportation ("IDOT"), FRA, and U.S. DOT shall have the same rights afforded to the Comptroller General and his representatives under Section 902 of ARRA. Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of ARRA with respect to the Contract, which is funded with funds made available under ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General. In connection with audit and inspection activities, CONTRACTOR shall provide authorized representatives of IDOT, FRA, U.S. DOT, and the U.S. Comptroller General 1) access to CONTRACTOR's facilities and to contract work and/or deliverables in progress and 2) adequate and appropriate workspace. CONTRACTOR shall include these ARRA Requirements in every material subcontract (e.g., exceeding \$100,000) entered into by CONTRACTOR solely in connection with the Project after the date of the execution and delivery of the Contract, as well as a provision requiring all subcontractors to include these provisions in any lower tier subcontracts.

Authority of the Inspector General. Section 1515(a) of ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on the Project. CONTRACTOR is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of CONTRACTOR, its subcontractors or other firms working on the Project. Section 1515(b) further provides that nothing in these Requirements shall be interpreted to limit or restrict in any way any existing authority of the Inspector General.

Prohibited Activities. CONTRACTOR agrees that in no event shall proceeds of ARRA funds be used for any casino or other gaming establishment, aquarium, zoo, golf course or swimming pool.

Added 6/1/16

Violations of Law. CONTRACTOR shall report to the U.S. DOT Inspector General or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. §§ 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

Whistleblower Protections. IDOT and CONTRACTOR shall comply with the State, local government, and contractor whistleblower protections of ARRA Section 1553.

Integrity. CONTRACTOR agrees that all data it submits to IDOT in compliance with ARRA requirements will be accurate, objective, and of the highest integrity.

FEDERAL COMPLIANCE REQUIREMENTS

(a) The flowdown provision requirements stated in IDOT's high speed rail grant from the FRA, which are referenced in this Contract, apply to subcontracts entered into solely in connection with the Project after the date of the execution and delivery of this Contract.

(b) Contractor shall comply with the provisions of 49 USC §24405(c)(2) with respect to the payment of prevailing wages with respect to the Project consistent with the provisions of 49 USC §24312 Prevailing wage rates are established for purposes of this Contract pursuant to the rates provided by the Department of Labor and certain applicable regulations. Any charge for prevailing wage adjustments shall be deemed appropriate and acceptable as a Project cost unless the Illinois Department of Transportation ("IDOT") or any authorized auditor of the Project objects to such charge within 10 business days of receipt by IDOT of an invoice for such charge.

(c) Contractor shall comply with respect to the Project with the Buy America provisions set forth in 49 USC §24405(a), with respect to the use of steel, iron, and manufactured goods produced in the United States, subject to the conditions therein set forth.

(d) Contractor agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, with respect to the Project.

(e) Contractor agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC § 4012 (a) with respect to the Project.

(f) Contractor agrees to obtain certifications on debarment and suspension from its third party contractors and subgrantees and otherwise comply with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Government wide Requirements for Drug-Free Workplace (Grants)," 49 C.F.R. Part 32 with respect to the Project.

Contractor agrees to comply with all civil rights laws and regulations, in (g) accordance with applicable Federal directives, except to the extent that the FRA determines otherwise, in writing, with respect to the Project. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (as implemented by 49 C.F.R. Part 21), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination of the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h)Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (i) E.O. 11246 as amended by E.O. 11375, and as supplemented by regulations at 41 CFR part 60, which ensures that all business organizations receive fair and equal consideration and prohibits discrimination against any employee; (k) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made; and (I) the requirements of any other nondiscrimination statute(s) which may apply to Contractor with respect to the Project. Contractor shall include a provision that requires compliance with E.O. 11246 as amended by E.O. 11375, and as supplemented by regulations at 41 CFR part 60 in all lower tier contracts entered into by Contractor solely in connection with the Project after the date of the execution and delivery of the Contract.

(h) Contractor agrees to utilize funds provided under this Contract in a manner consistent with the requirements of the Americans with Disabilities Act of 1990, as amended (42§ 12101 et seq.).

(i) Environmental Provisions.

Contractor will conduct work under this Contract, and will require (1) that work that it causes to be conducted as a result of this Contract, be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: section 114 of the Clean Air Act, 42 U.S.C. 7414, and section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued thereunder. Contractor certifies that no facilities that will be used to perform work under this Contract are listed on the EPA's List of Violating Facilities maintained by the Environmental Protection Agency (EPA). Contractor will notify IDOT as soon as it or any contractor or subcontractor engaged by it receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Contract is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. Contractor shall include in each contract or subcontract exceeding \$50,000 entered into by Contractor solely in connection with the Project after the date of the execution and delivery of the Contract: (1) the environmental criteria and requirements of this section (i) and (2) an affirmative covenant requiring such contractor or subcontractor to immediately inform Contractor upon the receipt of a communication from the Environmental Protection Agency ("EPA") regarding the EPA's List of Violating Facilities.

(2) Contractor shall use the Project property, equipment, and supplies acquired with the proceeds of Federal funds provided under this Contract for the provision of the Project activity for the duration of their useful life. The project property, equipment, and supplies financed with Federal funds are subject to the property management standards, including disposition, of 49 CFR Part 18.

(3) Contractor may not expend any of the funds provided in this Contract on construction or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until after all environmental and historic preservation analyses required by the National Environmental Policy Act (42 U.S.C. 4332)(NEPA), the National Historic Preservation Act (16 U.S.C. 470(f)(NHPA), and related laws and regulations have been completed.

(4) The Contractor shall assist IDOT with the provisions of NEPA, the Council on Environmental Quality's regulations Implementing NEPA (40 C.F.R. Part 1500 et seq.), FRA's "Procedures for Considering Environmental Impacts (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 285-45), Section 106 of NHPA, and related environmental and historic preservation statutes and regulations. As a condition of receiving Federal funds under this Contract, the Contractor may be required to conduct certain environmental analyses and to assist IDOT in preparing and submitting to FRA draft documents required under NEPA, NHPA, and related statutes and regulations including draft environmental assessments and proposed draft and final environmental impact statements.

(5) No publicly owned land from a park, recreational area, or wildlife or waterfowl refuge of national, state, or local significance as determined by Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance as so determined by such officials shall be used by the Contractor without the prior written concurrence of FRA. Contractor shall assist IDOT in complying with the requirements of 49 U.S.C. 303(c).

(6) All facilities that will be used to perform work under this Contract shall not be so used unless the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, state and Federal standards.

(j) Project costs will only be reimbursed if such costs are considered allowable pursuant to OMB Circular A-87, 'Cost Principles for State, Local, and Indian Tribal Governments' (codified at 2 CFR Part 225). The Project performance will be "governed by and in compliance with the following Administrative and Cost Principles: 49 C.F.R. Part 18; 49 C.F.R. Part 19; OMB Circular A-21, 'Cost Principles for Educational Institutions;' OMB Circular A-122, 'Cost Principles for Nonprofit Organizations;' and FAR, 48 C.F.R. Chapter I, Subpart 31.2." Funds used for management and administrative costs will be reimbursable if reasonable, allocable, and in accordance with applicable OMB cost principles. Contractor shall comply with all circulars that replace any of the foregoing circulars.

(k) Contractor shall comply with 46 U.S.C. § 1241(b), and the regulations issued thereunder (46 CFR Part 381).

(I) The foregoing provisions must be included in all subcontracts entered into by Contractor solely in connection with the Project after the date of the execution and delivery of this Contract.

404 PERMIT CONDITIONS (FOR HOFF ROAD)

<u>Description</u>. This project requires a Section 404 Permit from the U.S. Army Corps of Engineers (USACE). The following conditions are anticipated as part of the permit, additional conditions may be required by the agencies.

- 1. A qualified Independent SESC Inspector (ISI) is required. The Department will provide the ISI, please note the following requirements:
 - a. The contractor shall contact the ISI at least 10 calendar days prior to the preconstruction meeting so that a representative of this office may attend. The meeting agenda will include a discussion of the SESC plan and the installation and maintenance requirements of the SESC practices on the site.
 - b. Prior to commencement of any in-stream work, the contractor shall submit construction plans and a detailed narrative to the ISI that disclose the contractor's preferred method of cofferdam and dewatering method; In stream work may include wetlands with standing water, as needed.
 - c. The ISI will perform weekly inspections of the implemented SESC measures to ensure proper installation and regular maintenance of the approved methods. The ISI contact information form shall be submitted to the ISI via e-mail and/or hard copy prior to commencement of the permitted work.
 - d. The ISI shall submit to the USACE, Julie Rimbault at (312) 846-5542, <u>Julie.C.Rimbault@usace.army.mil</u>, an inspection report with digital photographs of the SESC measures on a weekly basis during the active and non-active phases of construction. An inspection report shall also be submitted at the completion of the project once the SESC measures have been removed and final stabilization has been completed.
 - e. Field conditions during project construction may require the implementation of additional SESC measures not included in the SESC plans for further protection of aquatic resources. The contractor shall contact this office immediately in the event of any changes or modifications to the approved plan set or non-compliance of an existing SESC method. Upon direction of the Corps, corrective measure shall be instituted at the site to resolve the problem along with a plan to protect and/or restore the impacted jurisdictional area(s). If the contractor fails to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.
- 2. The contractor is responsible for all work included in the Section 404 Permit and for ensuring that all contractors are aware of the terms and conditions of this authorization.
- 3. A copy of the Section 404 Permit must be present at the project site during all phases of construction.

Added 6/1/16

- 4. The contractor shall notify the Engineer and Chicago District USACE office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. The contractor must receive approval from the Chicago District USACE office before work affected by the proposed modification is performed.
- 5. If in-stream work or dewatering in wetlands is required, the following conditions apply. In-stream work plans may apply to wetlands with standing water as well as flowing waters of the U.S.
 - a. An in-stream work plan within the waters of the U.S. must be submitted to the USACE prior to construction.
 - b. Work in any waters should be timed to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water elevation.
 - c. The plan will be designed to allow for the conveyance of the 2-year peak flow past the work area without overtopping the cofferdam. The USACE has the discretion to reduce this requirement if documented by the Department (the applicant) to be infeasible or unnecessary.
 - d. Water shall be isolated from the in-stream work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, rip rap and geotextile liner, etc.). Earthen cofferdams are not permissible.
 - e. The cofferdam must be constructed from the upland area and no equipment may enter flowing water at any time. If the installation of the cofferdam cannot be completed from shore and access is needed to reach the area to be coffered, other measures, such as the construction of a causeway, will be necessary to ensure that equipment does not enter the water. Once the cofferdam is in place and the isolated area is dewatered, equipment may enter the coffered area to perform the required work.
 - f. If bypass pumping is necessary, the intake hose shall be placed on a stable surface or floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy dissipating surface prior to rejoining the stream flow and shall not cause erosion. Filtering of bypass water is not necessary unless the bypass water has become sediment-laden as a result of the current construction activities.

- g. During dewatering of the coffered work area, all sediment-laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers systems, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being reintroduced to the downstream waterway. A stabilized conveyance from the dewatering device to the waterway must be identified in the plan. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity.
- h. The portion of the side slope that is above the observed water elevation shall be stabilized as specified in the plans prior to accepting flows. The substrate and toe of slope that has been disturbed due to construction activities shall be restored to proposed or pre-construction conditions and fully stabilized prior to accepting flows.

All work related to the compliance of the conditions herein, including the in-stream work plan, will not be paid for separately, but shall be included in the cost of the associated contract work.

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

Effective: January 1, 2010

Revised: April 1, 2016

<u>Description</u>. 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.

<u>Quality Control/Quality Assurance (QC/QA)</u>. 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	Parameter	Individual Test	Unconfined Edge
Composition		(includes confined	Joint Density
		edges)	Minimum
IL-4.75	Ndesign = 50	93.0 – 97.4% ^{1/}	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 ^{2/} - 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%"