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Letting November 8, 2024

Notice to Bidders, Specifications and Proposal



**Contract No. 61K76
MCHENRY County
Section 19-00508-00-BR
Route FAU 4077 (Flat Iron Road)
Project 4IDQ-698 ()
District 1 Construction Funds**

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. November 8, 2024 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. 61K76
MCHENRY County
Section 19-00508-00-BR
Project 4IDQ-698 ()
Route FAU 4077 (Flat Iron Road)
District 1 Construction Funds**

Replace the bridge carrying Flat Iron Road over Mokeler Creek, 0.4 mile south of IL 173.

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to re-advertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-24)

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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.

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80099		<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
80274	77	<input checked="" type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192		<input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	April 1, 2023
80173		<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426		<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80241		<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
50531		<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
50261		<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
80449	80	<input checked="" type="checkbox"/> Cement, Type II	Aug. 1, 2023	
80384	81	<input checked="" type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
80198		<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
80199		<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80453		<input type="checkbox"/> Concrete Sealer	Nov. 1, 2023	
80261	85	<input checked="" type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434		<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	88	<input checked="" type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
80229	98	<input checked="" type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80452		<input type="checkbox"/> Full Lane Sealant Waterproofing System	Nov. 1, 2023	
80447		<input type="checkbox"/> Grading and Shaping Ditches	Jan 1, 2023	
80433		<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80443		<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
80456	101	<input checked="" type="checkbox"/> Hot-Mix Asphalt	Jan. 1, 2024	
80446	102	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
80438		<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
80045		<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
80450		<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
80441	104	<input checked="" type="checkbox"/> Performance Graded Asphalt Binder	Jan 1, 2023	
80451	109	<input checked="" type="checkbox"/> Portland Cement Concrete	Aug. 1, 2023	
80459	110	<input checked="" type="checkbox"/> Preformed Plastic Pavement Marking	June 2, 2024	
34261		<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80455	111	<input checked="" type="checkbox"/> Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
80445	113	<input checked="" type="checkbox"/> Seeding	Nov. 1, 2022	
80457	119	<input checked="" type="checkbox"/> Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
80448	123	<input checked="" type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
80340		<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127	124	<input checked="" type="checkbox"/> Steel Cost Adjustment	April 2, 2014	Jan. 1, 2022
80397	127	<input checked="" type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	128	<input checked="" type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437	129	<input checked="" type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
80435		<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
80410		<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
20338	131	<input checked="" type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80429		<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439	134	<input checked="" type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
80458		<input type="checkbox"/> Waterproofing Membrane System	Aug. 1, 2024	
80302	135	<input checked="" type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80454		<input type="checkbox"/> Wood Sign Support	Nov. 1, 2023	
80427	136	<input checked="" type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
80071		<input type="checkbox"/> Working Days	Jan. 1, 2002	

GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: November 8, 2024 Letting

Pg #	√	File Name	Title	Effective	Revised
	<input type="checkbox"/>	GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	April 1, 2016
	<input type="checkbox"/>	*GBSP 13	High-Load Multi-Rotational Bearings	Oct 13, 1988	June 28, 2024
	<input type="checkbox"/>	GBSP 14	Jack and Remove Existing Bearings	April 20, 1994	April 13, 2018
	<input type="checkbox"/>	GBSP 16	Jacking Existing Superstructure	Jan 11, 1993	April 13, 2018
	<input type="checkbox"/>	GBSP 18	Modular Expansion Joint	May 19, 1994	Oct 27, 2023
	<input type="checkbox"/>	GBSP 21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	Oct 23, 2020
	<input type="checkbox"/>	GBSP 25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	April 15, 2022
	<input type="checkbox"/>	GBSP 26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	Apr 22, 2016
	<input type="checkbox"/>	GBSP 28	Deck Slab Repair	May 15, 1995	Feb 2, 2024
	<input type="checkbox"/>	GBSP 29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	April 30, 2021
	<input type="checkbox"/>	GBSP 30	Bridge Deck Latex Concrete Overlay	May 15, 1995	April 30, 2021
	<input type="checkbox"/>	GBSP 31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	April 30, 2021
	<input type="checkbox"/>	GBSP 33	Pedestrian Truss Superstructure	Jan 13, 1998	Oct 27, 2023
	<input type="checkbox"/>	GBSP 34	Concrete Wearing Surface	June 23, 1994	Oct 4, 2016
	<input type="checkbox"/>	*GBSP 45	Bridge Deck Thin Polymer Overlay	May 7, 1997	June 28, 2024
	<input type="checkbox"/>	GBSP 53	Structural Repair of Concrete	Mar 15, 2006	Aug 9, 2019
	<input type="checkbox"/>	GBSP 55	Erection of Curved Steel Structures	June 1, 2007	
	<input type="checkbox"/>	GBSP 59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	April 15, 2022
	<input type="checkbox"/>	GBSP 60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Apr 22, 2016
	<input type="checkbox"/>	GBSP 61	Slipform Parapet	June 1, 2007	April 15, 2022
	<input type="checkbox"/>	GBSP 67	Structural Assessment Reports for Contractor's Means and Methods	Mar 6, 2009	Oct 5, 2015
	<input type="checkbox"/>	GBSP 71	Aggregate Column Ground Improvement	Jan 15, 2009	Oct 15, 2011
	<input type="checkbox"/>	GBSP 72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	April 30, 2021
138	<input checked="" type="checkbox"/>	GBSP 78	Bridge Deck Construction	Oct 22, 2013	Dec 21, 2016
	<input type="checkbox"/>	GBSP 79	Bridge Deck Grooving (Longitudinal)	Dec 29, 2014	Mar 29, 2017
	<input type="checkbox"/>	GBSP 81	Membrane Waterproofing for Buried Structures	Oct 4, 2016	March 1, 2019
	<input type="checkbox"/>	GBSP 82	Metallizing of Structural Steel	Oct 4, 2016	Oct 20, 2017
	<input type="checkbox"/>	*GBSP 83	Hot Dip Galvanizing for Structural Steel	Oct 4, 2016	June 28, 2024
	<input type="checkbox"/>	GBSP 85	Micropiles	Apr 19, 1996	Oct 23, 2020
	<input type="checkbox"/>	GBSP 86	Drilled Shafts	Oct 5, 2015	Oct 27, 2023
	<input type="checkbox"/>	GBSP 87	Lightweight Cellular Concrete Fill	Nov 11, 2001	Apr 1, 2016
	<input type="checkbox"/>	GBSP 88	Corrugated Structural Plate Structures	Apr 22, 2016	April 13, 2018
140	<input checked="" type="checkbox"/>	GBSP 89	Preformed Pavement Joint Seal	Oct 4, 2016	March 24, 2023
	<input type="checkbox"/>	GBSP 90	Three Sided Precast Concrete Structure (Special)	Dec 21, 2016	March 22, 2024
	<input type="checkbox"/>	GBSP 91	Crosshole Sonic Logging Testing of Drilled Shafts	Apr 20, 2016	March 24, 2023
	<input type="checkbox"/>	GBSP 92	Thermal Integrity Profile Testing of Drilled Shafts	Apr 20, 2016	March 24, 2023
	<input type="checkbox"/>	*GBSP 93	Preformed Bridge Joint Seal	Dec 21, 2016	June 28, 2024
	<input type="checkbox"/>	GBSP 94	Warranty for Cleaning and Painting Steel Structures	Mar 3, 2000	Nov 24, 2004
	<input type="checkbox"/>	GBSP 96	Erection of Bridge Girders Over or Adjacent to Railroads	Aug 9, 2019	
	<input type="checkbox"/>	GBSP 97	Folded/Formed PVC Pipeliner	April 15, 2022	
	<input type="checkbox"/>	GBSP 98	Cured-in-Place Pipe Liner	April 15, 2022	
	<input type="checkbox"/>	GBSP 99	Spray-Applied Pipe Liner	April 15, 2022	
147	<input checked="" type="checkbox"/>	GBSP 100	Bar Splicers, Headed Reinforcement	Sept 2, 2022	Oct 27, 2023
	<input type="checkbox"/>	*GBSP 101	Noise Abatement Wall, Ground Wall	Dec 9, 2022	June 28, 2024
	<input type="checkbox"/>	*GBSP 102	Noise Abatement Wall, Structure Mounted	Dec 9, 2022	June 28, 2024
	<input type="checkbox"/>	GBSP 103	Noise Abatement Wall Anchor Rod Assembly	Dec 9, 2022	

An * indicates a new or revised special provision.

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2022, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids; and the “Supplemental Specifications and Recurring Special Provisions” indicated on the Check Sheet included here in which apply to and govern the construction of FAU 1077 (Flat Iron Road), Section 19-00508-00-BR, Project No. 4IDQ(698), Contract No. 61K76, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project is located along Flat Iron Road at Mokeler Creek in the City of Harvard, McHenry County. The bridge is located approximately 975 feet north of Airport Road. The project has a total gross and net length of 631.1 feet (0.120 miles).

DESCRIPTION OF PROJECT

The work consists of removal of the existing single span bridge (SN 056-3019) and construction of a single-span structure consisting of 27-inch PPC IL Beams supported on integral abutments (SN 056-3055). The approach pavement will be removed and reconstructed, which shall include embankment construction, HMA roadway and shoulder construction, guardrail and terminal installation, recessed pavement markings, temporary detour signing, riprap placement, landscaping and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

COMPLETION DATE PLUS WORKING DAYS (D1)

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, August 29, 2025 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within 10 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.

WORK RESTRICTIONS

The City of Harvard's Milk Days festival is scheduled for May 30 to June 2, 2025. No work or material deliveries that impact the flow of traffic along the detour route shall be allowed during this time period.

A quantity of Changeable Message Signs has been included for use in posting information at the points of detour. The messages displayed shall be as directed by the Engineer.

FEDERAL AVIATION AUTHORITY REQUIREMENTS

Because of the proximity of this project to the Dacy Airport, the FAA has also reviewed the project and made a Determination of No Hazard to Air Navigation for Temporary Structure based on a maximum construction equipment height of 110 feet. If the Contractor elects to use equipment that will exceed this height, he/she shall be responsible for obtaining approval from the FAA.

If the use of the temporary items or equipment will extend beyond the expiration of the FAA determinations, the Contractor shall notify the Engineer a minimum of 30 calendar days in advance of the expiration date to allow time for the Engineer to submit for an extension.

The FAA has also reviewed the project for the permanent construction of the Flat Iron Road bridge over Mokeler Creek and made a Determination of No Hazard to Air Navigation. The Contractor shall notify the Engineer when the construction has reached it's greatest height, so the Engineer can file Form 7460-2 within 5 days.

No extra compensation or time extension will be allowed the Contractor for complying with the requirements of this Special Provision and the FAA requirements.

US ARMY CORPS OF ENGINEERS SECTION 404 PERMIT

This project requires a US Army Corps of Engineers (USACE) 404 permit that has been obtained by the County. As a condition of this permit, the Contractor will need to submit an in-stream work plan to the County and the Soil & Water Conservation Districts for approval. Guidelines on acceptable in-stream work techniques can be found on the USACE website (<https://www.lrc.usace.army.mil/Missions/Regulatory/Illinois/SESC/>). The USACE defines and determines in-stream work. The cost of all materials and labor necessary to comply with the above provisions to prepare and implement an in-stream work plan shall be included in the cost of DEWATERING.

For design purposes, the 2-year flow through the structure shall be 234 cfs.

Also as a condition of the permit, the Contractor shall schedule a preconstruction meeting with the McHenry-Lake County Soil and Water Conservation District (MLCSWCD) to discuss the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on the site. The Contractor shall contact the MLCSWCD at least 10 calendar days prior to the preconstruction meeting so that a representative may attend.

COOPERATION WITH ADJACENT CONTRACTS

The intent of this provision is to inform the Contractor that the Department is aware of adjacent contracts that are currently scheduled during the same time period as this contract.

Contract 62T62 – US 14 (Crowley Road to IL 173) - Overlay

Contact 62T63 – US 14 / IL 173 (Brink to Diggins) and IL 173 (Division to Garfield) - Overlay

Contract 62R95 – IL 173 (West of Flat Iron Road) - Overlay

The Contractor is required to cooperate with these adjacent contracts in accordance with Section 105.08 of the Standard Specifications and may be required to modify his/her staging operations in order to meet these requirements.

AVAILABLE REPORTS (D1 LR)

Effective: July 1, 2021

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) (IDOT ROW)
- Preliminary Site Investigation (PSI) (Local ROW)
- Preliminary Environmental Site Assessment (PESA) (IDOT ROW)
- Preliminary Environmental Site Assessment (PESA) (Local ROW)
- Soils/Geotechnical Report
- Boring Logs
- Pavement Cores
- Location Drainage Study (LDS)
- Hydraulic Report
- Noise Analysis
- Other:
 - Existing Agricultural Drain Tile Investigation Pla for Flat Iron Road at Mokeler Creek (Performed by Huddleston McBride Land Drainage Company) dated July 18, 2021
 - Drainage Technical Memo dated May 2023
 - Special Waste Assessment (Performed by Huff and Huff) dated September 17, 2021
 - Environmental Report for LPC 663 Testing (Performed by Huff & Huff) dated April 23, 2024

Those seeking these reports should request access from:

<https://www.mchenrycountyil.gov/departments/transportation/projects/flat-iron>
Ms. Samantha Dittrich
McHenry County Division of Transportation
Phone: (815) 334-4960
Fax: (815) 334-4989
sldittrich@mchenrycountyil.gov

STATUS OF UTILITIES (D-1)

Effective: June 1, 2016
 Revised: January 1, 2020

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the 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 by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
Sta. 120+95, 34' RT	Utility Pole	Pole Relocation	ComEd	14 calendar days
Sta. 122+96, 46' RT	Utility Pole	Pole Relocation	ComEd	
Sta. 124+87, 32' RT	Utility Pole	Pole Relocation	ComEd	
Sta. 126+77, 33' RT	Utility Pole	Pole Relocation	ComEd	
Sta. 121+00 to 127+50, RT	6" gas main	Gas Main Relocation	NICOR	28 calendar days

Stage 1

No conflicts to be resolved.

Pre-Stage: 42 Days Total Installation

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
ComEd	Kurt Armstrong Deji Akosile	779.231.3174	kurt.armstrong@ComEd.com deji.akosile@comed.com
NICOR	Jimmy Ly	331.238.0176	jily@southernco.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 owner’s part can be secured.

No facilities requiring extra consideration.

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
AT&T	Tom Laskowski	630.779.4722	TI7895@att.com
Charter/Spectrum	Tom Philips	608.209.4821	Thomas.Phillips@charter.com
City of Harvard	Rob Lamz	815-943-4161	lamz@cityofharbard.org
Guardian Pipeline	Travis Van Rheenen		Travis.VanRheenen@oneok.com

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

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

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

MAINTENANCE OF ROADWAYS (D1)

Effective: September 30, 1985

Revised: November 1, 1996

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

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

PUBLIC CONVENIENCE AND SAFETY (D1)

Effective: May 1, 2012

Revised: July 15, 2012

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

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

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

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

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

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

EMBANKMENT I (D1)

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.

RECLAIMED ASPHALT PAVEMENT FOR NON-POROUS EMBANKMENT AND BACKFILL (D1)

Effective: April 1, 2001
Revised: January 1, 2007

Add the following sentence to Article 1004.05 (a) of the Standard Specifications:

"Reclaimed Asphalt Pavement (RAP) may be used as aggregate in Non-porous Granular Embankment and Backfill. The RAP material shall be reclaimed asphalt pavement material resulting from the cold milling or crushing of an existing hot-mix bituminous concrete pavement structure, including shoulders. RAP containing contaminants such as earth, brick, concrete, sheet asphalt, sand, or other materials identified by the Department will be unacceptable until the contaminants are thoroughly removed.

Add the following sentence to Article 1004.05 (c)(2) of the Standard Specifications:

"One hundred percent of the RAP when used shall pass the 3 inch (75 mm) sieve. The RAP shall be well graded from coarse to fine. RAP that is gap-graded or single-sized will not be accepted."

FRICTION AGGREGATE (D1)

Effective: January 1, 2011
Revised: December 1, 2021

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/} ^{6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}

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

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

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

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

Effective: November 1, 2019

Revised: December 1, 2021

Revise Article 1004.03(c) to read:

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

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

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

2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.

4/ CA 13 shall be 100 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 “High ESAL” portion of the table in Article 1030.01 to read:

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

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

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

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in 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 1 or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

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

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

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

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 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/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

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

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

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

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

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

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

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

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

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

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 ^{1/}	V _D , P , T _B , 3W, O _T , O _B	V _S , T _B , T _F , O _T	As specified in Section 1030
IL-4.75 and SMA ^{3/ 4/}	T _B , 3W, O _T	T _F , 3W	As specified in Section 1030
Mixtures on Bridge Decks ^{2/}	T _B	T _F	As specified in Articles 582.05 and 582.06.

“4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T_B), and/or three-wheel (3W) rollers for breakdown, except one of the (T_B) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T_B) or (3W) rollers can be substituted for an oscillatory roller (O_T). T_F rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver.”

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

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

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

“A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip Procedures”. At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results.”

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

“When a test strip is constructed, the Contractor shall collect and split the mixture according to the document “Hot-Mix Asphalt Test Strip Procedures”. The Engineer, or a

representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document “Hot-Mix Asphalt Mixture Design Verification Procedure” Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production.”

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

Effective: January 1, 2019
 Revised: December 1, 2021

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

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

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

Low ESAL – Required Samples for Verification Testing	
Mixture	I-FIT Testing ^{1/2/}
Binder	1 - 160 mm tall brick
Surface	2 - 160 mm tall bricks

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

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

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

“When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture

test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

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

“Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

SAW CUTTING

The Contractor shall saw cut pavement, curb and gutter, medians, driveways, sidewalk, and patches to separate the existing material to be removed by means of an approved concrete saw to a depth as shown on the plans or as directed by the Engineer. This work shall be included in the cost of the item being removed.

The Contractor shall be required to saw vertical cuts so as to form clean vertical joints. Should the Contractor deface any edge, a new sawed joint shall be provided and any additional work, including removal and replacement, shall be done at the Contractor’s expense.

CHANNEL EXCAVATION

Add the following to Article 203.01 of the Standard Specifications:

“Prior to disposal, Channel Excavation shall be evaluated for suitability per Article 202.03 of the Standard Specifications. Suitable Channel Excavation shall be transported to embankment locations throughout the limits of the contract in place of furnished excavation quantities. Transport and placement shall be included in the cost of Channel Excavation.”

Method of Measurement shall remain per Article 203.05 of the Standard Specifications.

Basis of Payment shall remain per Article 203.06 of the Standard Specifications.

EXPLORATION TRENCH, SPECIAL

Description. This item shall consist of excavating a trench at locations designated by the Engineer for the purpose of locating existing tile lines or other underground facilities within the limits of the proposed improvement. The trench shall be deep enough to expose the line

but not more than one foot deeper than the line, and the width of the trench shall be sufficient to allow proper investigation to determine if the line needs to be relocated or replaced.

The exploration trench shall be backfilled with gradation CA 6 stone, the cost of which shall be included in the item of EXPLORATION TRENCH, SPECIAL.

Method of Measurement. The exploration trench will be measured for payment in feet of actual trench constructed.

Basis of Payment. This work will be paid for at the contract unit price per foot for EXPLORATION TRENCH, SPECIAL, regardless of the depth required, and no extra compensation will be allowed for any delays, inconveniences or damages sustained by the Contractor in performing the work.

EROSION CONTROL BLANKET (SPECIAL)

This Special Provision revises Section 251 of the Standard Specifications for Road and Bridge Construction to eliminate the use of Excelsior Blanket for Erosion Control Blanket. This work shall consist of furnishing, transporting, and placing 100 % biodegradable erosion control blanket over seeded areas as detailed on the plans, according to Section 251 except as modified herein.

Delete “either excelsior blanket or” of the first sentence of Article 251.04 Erosion Control Blanket.

Delete “excelsior and” of the second sentence of Article 251.04 Erosion Control Blanket.

Add the following after the sixth paragraph of Article 205.01:

Removal and disposal of the blanket when directed by the Engineer shall be included in the cost of EROSION CONTROL BLANKET (SPECIAL).

Delete Article 1081.10 (a) Excelsior Blanket.

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

Knitted Straw Mat. Knitted straw mat shall be a machine-produced mat of 100% clean, weed free agricultural straw. The blanket shall be of consistent thickness with the straw evenly distributed over the entire area of the blanket with a functional longevity of up to 12 months. The blanket shall be covered on top and bottom sides with a 100% biodegradable woven natural organic fiber netting. No plastic netting will be allowed. Netting shall be “leno-weave” with movable joints (not fixed or welded). The netting consists of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands to form an approximate 0.50 x 1.0 - inch (1.27 x 2.54 cm) mesh. The blanket shall be sewn together with flexible joints on 1.50 - inch (3.81 cm) centers with biodegradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges

(approximately 2 - 5 inches (5 - 12.5cm) from the edge) as an overlap guide for adjacent mats.

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

Knitted Straw Mat. The blanket shall be machine-produced 100% biodegradable blanket, which contains 70% agricultural straw and 30% coconut fiber with a functional longevity of up to 18 months. The blanket shall be of consistent thickness with the straw and coconut evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom sides with 100% biodegradable woven natural organic fiber netting. The top netting shall be "leno-weave," with movable joints (not fixed or welded). The netting consists of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands to form an approximate 0.50 x 1.0 – inch (1.27 x 2.54 cm) mesh. The blanket shall be sewn together on 1.50 - inch (3.81 cm) centers with degradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2 - 5 inches (5 - 12.5cm) from the edge) as an overlap guide for adjacent mats.

Delete Article 1081.10(d) Wire Staples.

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

No metal wire stakes will be allowed.

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

(b) Measured Quantities. EROSION CONTROL BLANKET (SPECIAL) will be measured for payment in place in square yards of actual surface area covered.

Add the following to Article 251.07 Basis of Payment:

EROSION CONTROL BLANKET (SPECIAL) shall be paid at the Contract unit price per square yard.

DEWATERING

Description. This work shall consist of furnishing all labor, tools, equipment, and materials to install, maintain, operate and remove all necessary dewatering systems to divert and remove water from the channel or designed to control sediment discharge in dewatering applications where water is being pumped for the construction of the proposed bridge, removal of the existing bridge, and other work associated with the construction of the proposed bridge structure to ensure that work can be completed in the dry or in manageable conditions as approved by the Engineer. This work shall also include sump pits and bypass pumping.

Dewatering systems and outlets must be constructed of non-erodible materials such as stone, metal, geosynthetics, steel sheets, water inflated devices, rip rap and geotextile liner or other material approved by the McHenry-Lake County Soil and Water Conservation District (MLCSWCD) and Engineer. Earthen cofferdams will not be permitted.

This item will also include constructing a dewatering filtering system consisting of filtration or sediment bags for collecting sediment from pumping operations within the coffered area and sump pits. Construction waters will include, but not be limited to, all waters generated from the removal of the structures, piers, culverts, channel grading, riprap / articulated block revetment mat placement, and proposed ditch grading.

Prior to performing any in-stream work associated with the project, the Contractor shall identify the proposed dewatering method to be used and obtain approval from MLCSWCD, USACE, and Engineer prior to starting work. In-stream work shall take place only during low flow conditions unless otherwise allowed by the MLCSWCD and Engineer. Concentrated flow shall be isolated from the work area. Dewatering shall comply with all requirements contained in the Storm Water Pollution Prevention Plan (SWPPP) contained in the Plans.

The Contractor is ultimately responsible for the choice of the materials, product(s) and equipment; for the dewatering systems and their safety and for conformity with local codes, regulations, and these Specifications, as well as “means and methods” for the site dewatering work to be performed. The Contractor’s “means and methods” are subject to the review of the County, USACE, and MLCSWCD . All products and “means and methods” selected shall be adequate for the intended use/application within the construction limits represented on the plans. The MLCSWCD and Engineer’s review does not relieve the Contractor from compliance with the requirements of the Drawings, Standard Specifications, and the requirements of this special provision.

Submittal. The Contractor shall submit a description of the dewatering system, dewatering techniques and equipment to be used along with detailed drawings for review to the Engineer and MLCSWCD. Detailed drawings shall show items such as, but not limited to, the location of the dewatering system, type of pumps, pump size, lengths and sizes of discharge piping and points(s) of discharge including erosion control procedures. The approved site dewatering plan(s) shall become part of the SWPPP prior to implementation. Changes to the site dewatering will need to be approved by the Engineer, USACE and the MLCSWCD. The Agency review of dewatering techniques and equipment shall in no way be construed as creating any obligation on the part of County for same.

Dewatering and Filter Bag Material. The material for the filtration bag shall meet the requirements of the material specification in Table 1, below for Class I with a minimum tensile strength of 180 lbs. The filtration bag shall be sized based on the size of the pump. The pump shall be sized to be used with the filtration bag.

Table 1: Requirements for Non-Woven Geotextiles

PROPERTY	TEST METHOD	CLASS I	CLASS II	CLASS III	CLASS IV ^{3/}
Tensile Strength (lb) ^{1/}	ASTM D 4632 Grab Test	180 min.	120 min.	90 min.	115 min.

Elongation at Failure ^{1/}	ASTM D 4632	>= 50	>= 50	>= 50	>= 50
Puncture (lbs)	ASTM D 4833	80 min.	60 min.	40 min.	40 min.
Ultraviolet Light (% Residual Tensile Strength)	ASTM D 4355 150-hr Exposure	70 min.	70 min.	70 min.	70 min.
Apparent Opening Size (AOS)	ASTM D 4751	As Specified Max#40 ^{2/}	As Specified Max#40 ^{2/}	As Specified Max#40 ^{2/}	As Specified Max#40 ^{2/}
Permittivity	ASTM D 4491	0.70 min.	0.70 min.	0.70 min.	0.70 min.

^{1/} Minimum average roll value (weakest principal direction).

^{2/} U.S. standard sieve size.

^{3/} Heat-bonded or resin-bonded geotextile may be used for classes III and IV. They are particularly well suited to class IV. Needle-punched geotextiles are required for all other classes.

Operation and Maintenance. The frequency of inspections shall depend on the dewatering method, amount of discharge, potential damage, and quality of the receiving bodies of water. The frequency of inspections and specific tasks shall be identified.

1. The filtration bag must be placed on level ground with secondary containment provided to prevent sediment from accumulating on the bare ground and to protect the surrounding area in case the bag bursts or is no longer effective.
2. The Contractor shall provide certification or documentation that the bag meets the specification for materials and is suitable for the pump that it will be used with.
3. Inspections shall be conducted to ensure proper operation and compliance with any permits or water quality standards.
4. Accumulated sediment shall be removed from the flow area and temporary diversions shall be repaired, as required.
5. Outlet areas shall be checked, and repairs shall be made in a timely manner, as needed.
6. Pump outlets shall be inspected for erosion and sumps shall be inspected for accumulated sediment. Sediment shall be removed as required.
7. Dewatering bags shall be removed and replaced when half full of sediment or when the pump discharge has reduced to an impractical rate.
8. If the receiving area is showing any signs of cloudy water, erosion, or sediment accumulation, discharges shall be stopped immediately once safety and property damage concerns have been addressed.
9. Sediment shall be disposed in accordance with all applicable laws and regulations.

The Contractor shall select the pumps to use and the rate at which the pumps discharge, but adequate protection at the pump discharge shall be provided by the Contractor and will be subject to review by the Engineer, USACE, and MLCSWCD. The Contractor shall ensure that downstream water quality and further erosion will not be impaired.

Water pumped or drained from the work required for this Contract shall be disposed of in a safe and suitable manner without damage to adjacent properties or to other work under construction. Water shall not be discharged onto roadways without adequate protection of the surface at the point of discharge. Water containing settleable solids shall not be discharged without treatment to meet the requirements of the USACE 404 Permit and the MLCSWCD requirements. All damages caused by dewatering operations will be promptly repaired by the Contractor. Conditions and deficiency deductions as specified in Article 105.03(a) of the Standard Specifications shall apply. The Contractor is responsible for providing all labor, materials and equipment for the dewatering of waters in order to meet the scheduled completion of the project.

Removal of Dewatering Facilities. The temporary dewatering filtering system shall be removed after it has served its purpose and as directed by the Engineer. The dewatering areas shall be graded, stabilized and permanently restored with appropriate erosion control practices and as shown on the plans. The dewatering sites after removal shall not create any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.

Method of Measurement. The dewatering system will be measured only once for the entire project, regardless of the number of stages of construction, as DEWATERING, regardless of the type and quantity of materials required to construct the dewatering system for each stage and regardless of the number of times the dewatering system may need to be relocated. The payment under this item is for the duration of the contract, regardless of conditions encountered.

Basis of Payment. This work required for construction of the dewatering systems necessary to construct the proposed bridges and related site work as shown in the plans shall be paid for only once, regardless of number of stages, locations or operations, at the contract lump sum for the entire project for DEWATERING, which work shall include dewatering system(s) (i.e.: nonerodable materials), filter fabric, plastic liner, sediment containment filter bags, piping, pumping, foundation preparation, framing and supports, dewatering filtering system consisting of filtration or sediment bags, installation, maintenance, removal of systems and all labor, material, and equipment required to perform the work described herein and as specified on the plans. If excavation and backfilling is required for this item, they will not be measured separately for payment but shall be included in the cost for DEWATERING.

ENGINEER'S FIELD OFFICE TYPE A (MODIFIED)

Revise the first paragraph of Article 670.02 to read:

670.02 Engineer's Field Office Type A. Type A field offices shall have a ceiling height of not less than 7 feet and a floor space of not less than 750 square feet with a minimum of two separate offices. The office shall also have a separate storage room capable of being locked for the storage of the nuclear measuring devices. The office shall be provided with sufficient heat, natural and artificial light, and air conditioning. Doors and windows shall be equipped with locks approved by the Engineer.

Revise Article 670.02 (i) to read:

(i) One plain paper wireless color multifunction printer capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray at a minimum rate of 30 pages per minute. Separate paper trays for letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided. The wireless printer shall also be equipped to copy in color and sheetfed scan and duplex scan up to 11 x 17 in. (280 x 432 mm) documents.

Add the following to 607.02:

(p) The field office shall be cleaned weekly during normal working hours by a janitorial service.

Add the following to Article 670.07 Basis of Payment.

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

TRAFFIC CONTROL PLAN (D1)

Effective: September 30, 1985

Revised: January 1, 2007

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

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, 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:

701001-02 Off-Road Operations, 2L, 2W, More than 15' Away

701006-05 Off-Road Operations, 2L, 2W, 15' to 24" from Pavement Edge

701201-05 Lane Closure, 2L, 2W, Day Only, for Speeds \geq 45 mph

701301-04 Lane Closure, 2L, 2W, Short Time Operations

701306-04 Lane Closure, 2L, 2W, Slow Moving Operations Day Only, for Speeds \geq 45 mph

701311-03 Lane Closure, 2L, 2W, Moving Operations – Day Only

701901-09 Traffic Control Devices

DETAILS:

Traffic Control and Protection for Side Roads, Intersections & Driveways (TC-10)
District One Typical Pavement Markings (TC-13)
Detour Signing for Closing State Highways (TC-21)
Arterial Road Information Sign (TC-22)

SPECIAL PROVISIONS:

“Maintenance of Roadways (D1)”
“Public Convenience and Safety (D1)”
“Traffic Control and Protection (Arterials) (D1)”
“Temporary Information Signing”
“Temporary Traffic Signal Timing”
“Work Zone Traffic Control Devices (BDE)”
“Vehicle and Equipment Warning Lights (BDE)”

TRAFFIC CONTROL AND PROTECTION (ARTERIALS) (D1)

Effective: February 1, 1996
Revised: March 1, 2011

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

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

Method of Measurement: All traffic control (except “Traffic Control and Protection (Expressways)” and temporary pavement markings) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

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

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

CONCRETE WASHOUT FACILITY

Description. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumens, calcium chloride, or other harmful materials according to Article 107.23 of the “Standard Specifications”.

General. To prevent pollution by residual concrete and/or the by-product of washing out the concrete trucks, concrete washout facilities shall be constructed and maintained on any project which includes cast-in-place concrete items. The concrete washout shall be constructed, maintained, and removed according to this special provision. Concrete washout facilities shall be required regardless of the need for NPDES permitting. On projects requiring NPDES permitting, concrete washout facilities shall also be addressed in the Storm Water Pollution Prevention Plan.

The concrete washout facility shall be constructed on the job site in accordance with Illinois Urban Manual practice standard for Temporary Concrete Washout Facility (Code 954). The Contractor may elect to use a pre-fabricated portable concrete washout structure. The Contractor shall submit a plan for the concrete washout facility, to the Engineer for approval, a minimum of 10 calendar days before the first concrete pour. The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as water bodies, wetlands, and/or other areas indicated on the plans. Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete trucks.

The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once the 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate, or shall be removed and properly disposed of outside the right-of-way. The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.

Basis of Payment. The cost of all materials required and all labor necessary to comply with the above will be paid for at the lump sum price for CONCRETE TRUCK WASHOUT. The unit price shall include all labor, equipment and materials necessary to complete the work, regardless of the number of washout facilities required.

OUTFALL STRUCTURE

Description

This work shall consist of removing existing drain tile and installing an outfall in accordance with the McHenry County Division of Transportation detail Drain Tile Outfall, Special (MC6011).

Pipe drains and concrete headwalls for pipe drains shall be in accordance with Section 601 of the Standard Specifications and Highway Standard 601101.

Inlets, Type A shall be in accordance with Section 602 of the Standard Specifications and Highway Standard 602301.

Type 1 frame, closed lid shall be in accordance with Section 604 of the Standard Specifications and Highway Standard 604001.

Method of Measurement

This work will be measured for payment per EACH.

Basis of Payment

This work will be paid for at the contract unit price per EACH for OUTFALL STRUCTURE and shall include removal of existing drain tile as well as the furnishing and installation of the Inlets, Type A, Type 1 Frame, Closed Lid, Pipe Drains 8", and Concrete Headwall for Pipe Drain.

STEEL RAILING (SPECIAL)

Description. This work shall consist of furnishing and installing the Caltrans ST-76 bridge railing, including anchorage details to be cast in the concrete curb. The steel rail shall be installed in accordance with the details 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 A780.

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).

Shop Drawings. Before beginning fabrication, shop drawings shall be reviewed and approved in writing by the Engineer in accordance with Article 509.04. Contractor shall be responsible for ensuring that the details and dimensions shown in the shop drawings prepared for this item are compatible with the details and dimensions for Traffic Barrier Terminals or the Impact Attenuators.

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

Basis of Payment. This work shall be paid for at the contract unit price per foot for STEEL

RAILING (SPECIAL), which price shall be full compensation for all labor, materials, tools, equipment and appurtenances to complete the work as detailed on the plans, directed by the Engineer, and herein specified.

STABILIZED CONSTRUCTION ENTRANCE

Description. The work shall consist of the construction of aggregate fill and filter fabric for the construction of the stabilized construction entrance. This work may not be required but has been included in the contract in the event it is deemed necessary by a change in Contractor's operations, by the McHenry-Lake County Soil & Water Conservation District (MLCSWCD), or as directed by the Engineer.

Materials. Materials for aggregate fill and bedding shall meet the requirements of Section 1004 of the Standard Specifications. The aggregate materials shall be gradations for CA-1, CA-2, CA-3, or CA-4.

The filter fabric shall be placed under the aggregate fill and shall conform to the requirements of Section 1080.03 of the Standard Specifications.

Foundation Preparation. Foundations for aggregate fill shall be stripped to remove vegetation and other unsuitable materials or shall be excavated as specified.

Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities, and test pits or other cavities shall be filled with compacted earth fill of approximately the same kind and density as the adjacent foundation material.

Placement and Compaction. The aggregate fill shall be dumped and spread into position over the filter fabric in approximately horizontal layers not to exceed twelve (12) inches in thickness. It shall be placed in a manner to produce a reasonably homogeneous stable fill that contains no segregated pockets of large or small fragments or large unfilled spaces caused by bridging of the larger rock fragments.

Aggregate fill shall be compacted as described below:

Each layer of fill shall be compacted by a minimum of four (4) passes, over the entire surface, with a steel-drum vibrating roller having a minimum weight of five (5) tons and exerting a vertical vibrating force of not less than 20,000 pounds at a frequency not less than 1200 times per minute or,

Each layer of fill shall be compacted by a minimum of four (4) passes over the entire surface by a track of a crawler-type tractor weighing a minimum of twenty (20) tons.

Compaction by means of drop weights operating from a crane, hoist or similar equipment will not be permitted.

Method of Measurement. STABILIZED CONSTRUCTION ENTRANCE will be measured in place per SQUARE YARD. Coarse aggregate used for maintenance of the entrance will not be measured for payment and shall be considered included in the cost of the STABILIZED

CONSTRUCTION ENTRANCE. Filter fabric will not be measured for payment, but shall be included in the cost of the STABILIZED CONSTRUCTION ENTRANCE.

Basis of Payment. The work to construct the stabilized construction entrance will be paid for at the contract unit price SQUARE YARD for STABILIZED CONSTRUCTION ENTRANCE, which price shall include excavation, bedding, aggregate fill, filter fabric, placing and compacting, removal, labor, tools, equipment and incidentals required to complete the work as specified. There shall be no adjustment in contract cost if this work is not required.

CONSTRUCTION LAYOUT STAKES

Description. The Contractor shall furnish and place construction layout stakes and perform layout work necessary to construct the work to the lines and grades shown on the plans. The Department will provide adequate reference points to the centerline of survey or other control points as applicable and bench marks as shown in the plans and listed herein. Any additional control points set by the Department will be identified in the field to the Contractor and all field notes will be kept in the office of the Resident Engineer.

The Contractor shall provide field forces, equipment, and material to perform the entire layout for the work, set additional stakes, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals to ensure conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

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

Responsibility of the Department.

(a) The Department will locate and reference the control points established for the layout of the work. This may include the centerline of roads and streets, except interchange ramps. The centerline of private entrances and short street intersection returns may not be located or referenced by the Department.

Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.

(b) For construction of roadways on new alignments, reconstruction of roadways, and construction or reconstruction of structures, bench marks will be established along the

project outside of construction lines not exceeding 1000 ft (300 m) intervals horizontally and 20 ft (6 m) vertically.

(c) Stakes set for (a) and (b) above will be identified in the field to the Contractor.

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

(e) The Department will set stakes for utility adjustments.

(f) The Department will make measurements and take cross sections from which the various pay items will be measured.

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

(h) The Department will accept responsibility for the accuracy of the initial control points as provided herein.

(i) It is not the responsibility of the Department, except as provided herein, to check the correctness of the Contractor's stakes; any errors apparent will be immediately called to the Contractor's attention and he/she shall make the necessary correction before the stakes are used for construction purposes.

Responsibility of the Contractor.

(a) The Contractor shall establish from the given survey points and bench marks the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work or other locations. It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.

(b) At the completion of the grading operations, the Contractor shall set stakes at 100 ft (25 m) station intervals along each profile grade line. These stakes will be used for final cross sectioning by the Department.

(c) The Contractor shall locate the existing right-of-way points for the installation of right-of-way markers.

(d) Work shall be according to normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Department at the completion of the project. Notes shall be neat, orderly, and in accepted form.

(e) The Contractor shall use diligent care and appropriate accuracy for placement of construction stakes in order to construct to the lines and grades shown in the plans. Points shall be positioned to allow reuse throughout the construction process.

(f) Prior to beginning any bridge construction, structure centerlines and pier lines shall be established by the Contractor and checked by the Engineer. The Contractor shall provide a detailed structure layout drawing showing span dimensions, staking lines, and offset distances.

(g) The Contractor shall provide the finished grade digital terrain model (DTM) to the Engineer prior to performing final landscaping to verify the compensatory storage has been provided in conformance with the project permitting. If the grading is found to not be in conformance, the Contractor shall provide a revised DTM after the grading has been rectified to meet the plan requirements.

Measurement and Payment. This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 29, 2020

Description.

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

Materials.

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

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

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

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

Note 3. The overlay panels shall be 0.08 inch (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 the paved shoulder. A minimum of two (2) posts shall be used.

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

Method of Measurement.

This work shall be measured for payment in square feet (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 unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

TEMPORARY TRAFFIC SIGNAL TIMING

Effective: May 22, 2002

Revised: March 1, 2024

890.02TS

Description.

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

All timings and adjustments necessary for this work shall be performed by an approved Consultant who has previous experience in optimizing Traffic Signal Systems for District One of the Illinois Department of Transportation. The Contractor shall contact the Traffic Signal Engineer for a listing of approved Consultants.

The following tasks are associated with TEMPORARY TRAFFIC SIGNAL TIMING:

(a) Consultant shall attend temporary traffic signal inspection (turn-on) and/or detour meeting and conduct on-site implementation of the traffic signal timings.

(b) Consultant shall be responsible for making fine-tuning adjustments to the timings in the field to alleviate observed adverse operating conditions and to enhance operations.

(c) Consultant shall provide monthly observation of traffic signal operations in the field.

(d) Consultant shall provide on-site consultation and adjust timings as necessary for construction stage changes, temporary traffic signal phase changes, and any other conditions affecting timing and phasing, including lane closures, detours, and other construction activities.

(e) Consultant shall make timing adjustments and prepare comment responses as directed by the Area Traffic Signal Maintenance and Operations Engineer.

(f) Return original timing plan once construction is complete.

Basis of Payment.

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

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION

Effective: August 1, 2012 Revised: February 2, 2017

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

IDOT funds, and various Illinois community colleges operate, pre-apprenticeship training programs throughout the State to provide training and skill-improvement opportunities to promote the increased employment of minority groups, disadvantaged persons and women in all aspects of the highway construction industry. The intent of this IDOT Pre-Apprenticeship Training Program Graduate (TPG) special provision (Special Provision) is to place these certified program graduates on the project site for this Contract in order to provide the graduates with meaningful on-the-job training. Pursuant to this Special Provision, the Contractor must make every reasonable effort to recruit and employ certified TPG trainees to the extent such individuals are available within a practicable distance of the project site.

Specifically, participation of the Contractor or its subcontractor in the Program entitles the participant to reimbursement for graduates' hourly wages at \$15.00 per hour per utilized TPG trainee, subject to the terms of this Special Provision. Reimbursement payment will be made even though the Contractor or subcontractor may also receive additional training program funds from other non-IDOT sources for other non-TPG trainees on the Contract, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving reimbursement from another entity through another program, such as IDOT through the TPG program. With regard to any IDOT funded construction training program other than TPG, however, additional reimbursement for other IDOT programs will not be made beyond the TPG Program described in this Special Provision when the TPG Program is utilized.

No payment will be made to the Contractor if the Contractor or subcontractor fails to provide the required on-site training to TPG trainees, as solely determined by IDOT. A TPG trainee must begin training on the project as soon as the start of work that utilizes the relevant trade skill and the TPG trainee must remain on the project site through completion of the Contract, so long as training opportunities continue to exist in the relevant work classification. Should a TPG trainee's employment end in advance of the completion of the Contract, the Contractor must promptly notify the IDOT District EEO Officer for the Contract that the TPG's involvement in the Contract has ended. The Contractor must supply a written report for the reason the TPG trainee involvement terminated, the hours completed by the TPG trainee on the Contract, and the number of hours for which the incentive payment provided under this Special Provision will be, or has been claimed for the separated TPG trainee.

Finally, the Contractor must maintain all records it creates as a result of participation in the Program on the Contract, and furnish periodic written reports to the IDOT District EEO Officer that document its contractual performance under and compliance with this Special Provision. Finally, through participation in the Program and reimbursement of wages, the Contractor is not relieved of, and IDOT has not waived, the requirements of any federal or state labor or employment law applicable to TPG workers, including compliance with the Illinois Prevailing Wage Act.

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

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 1.

The Department has contracted with several educational institutions to provide screening, tutoring and pre-training to individuals interested in working as a TPG trainee in various areas of common construction trade work. Only individuals who have successfully completed a Pre-Apprenticeship Training Program at these IDOT approved institutions are eligible to be TPG trainees. To obtain a list of institutions that can connect the Contractor with eligible TPG trainees, the Contractor may contact: HCCTP TPG Program Coordinator, Office of Business and Workforce Diversity (IDOT OBWD), Room 319, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, Illinois 62764. Prior to commencing construction with the utilization of a TPG trainee, the Contractor must submit documentation to the IDOT District EEO Officer for the Contract that provides the names and contact information of the TPG trainee(s) to be trained in each selected work classification, proof that that the TPG trainee(s) has successfully completed a Pre-Apprenticeship Training Program, proof that the TPG is in an Apprenticeship Training Program approved by the U.S. Department of Labor Bureau of Apprenticeship Training, and the start date for training in each of the applicable work classifications.

To receive payment, the Contractor must provide training opportunities aimed at developing a full journeyworker in the type of trade or job classification involved. During the course of performance of the Contract, the Contractor may seek approval from the IDOT District EEO Officer to employ additional eligible TPG trainees. In the event the Contractor subcontracts a portion of the contracted work, it must determine how many, if any, of the TPGs will be trained by the subcontractor. Though a subcontractor may conduct training, the Contractor retains the responsibility for meeting all requirements imposed by this Special Provision. The Contractor must also include this Special Provision in any subcontract where payment for contracted work performed by a TPG trainee will be passed on to a subcontractor.

Training through the Program is intended to move TPGs toward journeyman status, which is the primary objective of this Special Provision. Accordingly, the Contractor must make every effort to enroll TPG trainees by recruitment through the Program participant educational institutions to the extent eligible TPGs are available within a reasonable geographic area of the project. The Contractor is responsible for demonstrating, through documentation, the recruitment efforts it has undertaken prior to the determination by IDOT whether the Contractor is in compliance with this Special Provision, and therefore, entitled to the Training Program Graduate reimbursement of \$15.00 per hour.

Notwithstanding the on-the-job training requirement of this TPG Special Provision, some minimal off-site training is permissible as long as the offsite training is an integral part of the work of the contract, and does not compromise or conflict with the required on-site training that is central to the purpose of the Program. No individual may be employed as a TPG trainee in any work classification in which he/she has previously successfully completed a training program leading to journeyman status in any trade, or in which he/she has worked at a journeyman level or higher.

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:

County of McHenry

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

State of Illinois
 DEPARTMENT OF TRANSPORTATION
 Bureau of Local Roads & Streets
 SPECIAL PROVISION
 FOR
 LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
 Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

“1030.06 Quality Management Program. The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following.”

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

“(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations” at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time.”

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

“(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
<input checked="" type="checkbox"/>	Cores
<input type="checkbox"/>	Nuclear Density Gauge (Correlated when paving ≥ 3,000 tons per mixture)

Density verification test locations will be determined according to the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations”. The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day’s paving will be less than the prescribed density testing interval, the length of the day’s paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."

Route FAU 4077	Marked Route Flat Iron Road	Section Number 19-00508-00-BR
Project Number 4IDQ(698)	County McHenry	Contract Number 61K76

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.

Signature & Date

JJDelong Digitally signed by JJDelong
Date: 2024.08.15 16:47:51
-05'00'

Note: Guidance on preparing each section of BDE 2342 can be found in Chapter 41 of the IDOT Bureau of Design and Environment (BDE) Manual. Chapter 41 and this form also reference the IDOT Drainage Manual which should be readily available.

I. Site Description:

A. Provide a description of the project location; include latitude and longitude, section, town, and range:

The project is located along Flat Iron Road at Mokeler Creek in the City of Harvard, McHenry County. The bridge is approximately 975 feet north of Airport Road. Geographically, the project is in Section 3, Township 45 N, Range 5 E. The GPS coordinates of the center of the project are 42.4084 degrees north, 88.6424 degrees west.

B. Provide a description of the construction activity which is the subject of this plan. Include the number of construction stages, drainage improvements, in-stream work, installation, maintenance, removal of erosion measures, and permanent stabilization:

The project includes the replacement of the existing single span bridge over Mokeler Creek with a proposed single span, PPC I-beam bridge with concrete deck. The structure will have a span length of 54 feet and a skew of approximately 16 degrees to the roadway in order to better align with Mokeler Creek. The roadway will be reconstructed from 225' south to 350' north of the bridge to provide for a single lane in each direction with paved shoulders. Two field entrance culverts will be replaced with new 15" diameter culvert pipes.

The in-stream work associated with the improvement consists of removal of the existing abutments, grading of the creek bed and banks, and placement of riprap.

Stormwater runoff and water quality requirements are satisfied per the McHenry County Stormwater Ordinance.

Construction will occur in a single stage with a full closure of the roadway. The following soil erosion and sediment control measures will be implemented: Temporary Ditch Checks, Perimeter Erosion Barrier, Erosion Control Blanket, and Temporary Erosion Control Seeding. Permanent stabilization of non-pervious disturbed areas will be accomplished through seeding and riprap placement.

C. Provide the estimated duration of this project:

9 months.

D. The total area of the construction site is estimated to be 2.04 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 1.55 acres.

E. The following are weighted averages of the runoff coefficient for this project before and after construction activities are completed; see Section 4-102 of the IDOT Drainage Manual:

Pre Construction Weighted Runoff Coefficient = 0.40
Post Construction Weighted Runoff Coefficient = 0.43

F. List all soils found within project boundaries; include map unit name, slope information, and erosivity:

Bowes silt loam, 0 to 2 percent slopes, T factor = 4
Comfrey loam, 0 to 2 percent slopes, occasionally flooded, T factor = 5
Millstream silt loam, 0 to 2 percent slopes, T factor = 4

G. If wetlands were delineated for this project, provide an extent of wetland acreage at the site; see Phase I report:

Wetland Site 1: Total = 0.041 ac (within project limits), Permanent Impact = 0.0277 acres.

Water Site 1: Total = 0.062 ac (within project limits), Temporary Impact = 0.0545 ac.

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

Potentially erosive areas occur with the removal of the existing roadway and structure, topsoil stripping, and grading of the embankment.

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 slopes, etc.):

This project will be constructed under a full closure of the roadway (1 stage). The order of operation will be:
Installation of sediment and erosion control measures.
Installation of dewatering and diversion practices.
Topsoil stripping and stockpiling.
Removal of the existing bridge and pavement.
Construction of the proposed bridge.
Embankment construction and compensatory storage grading.
Construction of the roadway pavement.
Topsoil placement and permanent stabilization.
Removal of sediment and erosion control measures.

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 offsite 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:

County of McHenry

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

County of McHenry

M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. In addition, include receiving waters that are listed as Biologically Significant Streams by the Illinois Department of Natural Resources (IDNR). The location of the receiving waters can be found on the erosion and sediment control plans:

The site will discharge to Mokeler Creek, which then flows into the Piscasaw Creek. The ultimate receiving water is the Kishwaukee River. The receiving waters are not listed as biologically significant streams by the IDNR.

N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes (i.e., 1:3 or steeper), highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc. Include any commitments or requirements to protect adjacent wetlands.

For any storm water discharges from construction activities within 50-feet of Waters of the U.S. (except for activities for water-dependent structures authorized by a Section 404 permit, describe: a) How a 50-foot undisturbed natural buffer will be provided between the construction activity and the Waters of the U.S. or b) How additional erosion and sediment controls will be provided within that area.

Areas outside of the project area are to be protected by perimeter erosion barrier.

O. Per the Phase I document, the following sensitive environmental resources are associated with this project and may have the potential to be impacted by the proposed development. Further guidance on these resources is available in Section 41-4 of the BDE Manual.

Zone A Floodplain (no detailed study), wetlands.

303(d) Listed receiving waters for suspended solids, turbidity, or siltation.
The name(s) of the listed water body, and identification of all pollutants causing impairment:

Mokeler Creek (segment IL-PQEA-H-C1) is included in the 2022 IEPA 303(d) list as impaired by Sedimentation / Siltation.

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:

Perimeter erosion barrier, erosion control blanket, riprap, temporary ditch checks, and temporary sediment traps will be installed. The BMP's will prevent pollutant discharge and sediment into the waterway in the 25yr 24hr event.

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

The dewatering locations will be the north and south banks of Mokeler Creek.

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

The dewatering discharge location will be to Mokeler Creek. The contractor will be responsible for designing the dewatering plan to comply with the design requirements for direct discharge to impaired waters.

Applicable Federal, Tribal, State, or Local Programs

N/A

Floodplain

Under the McHenry County Stormwater Management Ordinance, the project is located within an unstudied Zone A Floodplain. Compensatory storage will be provided at a minimum 1:1 ratio per the County ordinance.

Historic Preservation

N/A

Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation

TMDL (fill out this section if checked above)

The name(s) of the listed water body:

N/A

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

N/A

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

N/A

Threatened and Endangered Species/Illinois Natural Areas (INAI)/Nature Preserves

N/A

Other

N/A

Wetland

Impacts will be mitigated off-site at the MCCD's School Springs Stream and Wetland Mitigation Bank at a ratio of 2:1.

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

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Erosion Control Blanket / Mulching | <input type="checkbox"/> Temporary Turf (Seeding, Class 7) |
| <input checked="" type="checkbox"/> Geotextiles | <input type="checkbox"/> Temporary Mulching |
| <input checked="" type="checkbox"/> Permanent Seeding | <input type="checkbox"/> Vegetated Buffer Strips |
| <input type="checkbox"/> Preservation of Mature Seeding | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Protection of Trees | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Sodding | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Temporary Erosion Control 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 utilized on all bare surfaces to prevent erosion of the existing ground during construction if there a temporary pause in work greater than 14 days.

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

All areas disturbed by construction will be stabilized with permanent seeding immediately following the finished grading. Erosion control blanket will be installed over fill slopes which have been brought to final grade and have been seeded, to protect the slopes from erosion and allow seed to germinate properly. Filter fabric will be used under permanent riprap installation.

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.

- | | |
|---|---|
| <input type="checkbox"/> Aggregate Ditch | <input checked="" type="checkbox"/> Stabilized Construction Exits |
| <input type="checkbox"/> Concrete Revetment Mats | <input type="checkbox"/> Stabilized Trench Flow |
| <input type="checkbox"/> Dust Suppression | <input type="checkbox"/> Slope Mattress |
| <input checked="" type="checkbox"/> Dewatering Filtering | <input type="checkbox"/> Slope Walls |
| <input type="checkbox"/> Gabions | <input checked="" type="checkbox"/> Temporary Ditch Check |
| <input checked="" type="checkbox"/> In-Stream or Wetland Work | <input type="checkbox"/> Temporary Pipe Slope Drain |
| <input type="checkbox"/> Level Spreaders | <input checked="" type="checkbox"/> Temporary Sediment Basin |
| <input type="checkbox"/> Paved Ditch | <input type="checkbox"/> Temporary Stream Crossing |
| <input type="checkbox"/> Permanent Check Dams | <input type="checkbox"/> Turf Reinforcement Mats |
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Permanent Sediment Basin | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Retaining Walls | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Riprap | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Rock Outlet Protection | <input type="checkbox"/> Other (Specify) _____ |
| <input checked="" type="checkbox"/> Sediment Trap | <input type="checkbox"/> Other (Specify) _____ |
| <input type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Other (Specify) _____ |

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

Dewater filtering - This item will be utilized as necessary for dewatering of the construction area. The dewatering plan and location shall be approved by the Engineer.

In-Stream or Wetland Work - This project requires a US Army Corps of Engineers (USACE) 404 Permit that will be secured by the County. All conditions of the 404 permit, found in the special provisions, must be followed. As a condition of this permit, the Contractor will need to submit an in-stream work plan (including work within wetlands) for approval. Guidelines on acceptable in-stream work techniques (including work within wetlands) can be found on the USACE website. The USACE defines and determines in-stream work.

Perimeter Erosion Barrier - This item will be used to demarcate the perimeter of the project location and for the

prevention of silt/sediment from leaving the site. Perimeter erosion barrier will be modified as necessary to accommodate the construction and repaired/replaced as necessary. This item will remain in place until all remaining items of the project have been completed.

Sediment Trap - Temporary sediment traps will be constructed at the ditch outfalls to allow sediment to settle out of the stormwater flow before exiting the project site.

Riprap - This item will be placed at the locations as shown on the plans to reduce erosion at points of discharge and within the creek bed.

Stabilized Construction Exits - This item will provide erosion protection at locations where construction equipment will enter and exit the construction site.

Temporary Ditch Checks - This item will provide erosion protection during construction of the ditches and side slopes before permanent vegetation has been established. The ditch checks will reduce erosion and reduce water velocity in the ditch.

Temporary Sediments Traps - These will be provided in the ditches upstream of the discharge location to Mokeler Creek to allow for sediment to settle out of the stormwater.

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

All areas disturbed by the construction activities will be stabilized with permanent seeding and erosion control blanket immediately following the finished grading.

D. Treatment Chemicals

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

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

N/A

E. Permanent (i.e., Post-Construction) 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 based on the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT BDE 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 with filter fabric will be installed upstream, downstream, and under the proposed bridge and at discharge locations to provide erosion and sediment control and velocity dissipation.

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 IEPA'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:

The management practices, controls and other provisions contained in this plan are in accordance with IDOT Standard Specifications for Road and Bridge Construction, the Illinois Environmental Protection Agency's Illinois Urban Manual Standards, USACE 404 Permit, IDNR Floodway Permit, McHenry-Lake County Soil and Water Conservation District, McHenry County Stormwater Management Ordinance, and all other applicable permits.

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 cons

- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
- Paving, saw-cutting, and any other pavement related operations
- Major planned stockpiling operation
- Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc
- Permanent stabilization activities for each area of the project

2. During the pre-construction meeting, the Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:

- Temporary Ditch Checks - Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
- Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use - Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
- 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 Fueling - Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
- 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 (e.g., IDOT Erosion and Sediment

Control Field Guide) to the Contractor for the practices associated with this project. Describe how all items will be checked for structural integrity, sediment accumulation and functionality. Any damage or undermining shall be repaired immediately. Provide specifics on how repairs will be made. 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 the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

A qualified inspector provided by MCDOT will inspect the development at the following intervals:

- Upon completion of the installation of soil erosion control measures including perimeter controls and diversions, prior to proceeding with any earth disturbance activities
- After stripping and clearing
- After rough grading
- After final grading
- After seeding and landscaping
- After final stabilization and landscaping prior to removal of sediment control
- At least once every 7 calendar days
- Within 24 hours of the end of a storm that is 0.5 inch or greater rain event or a discharge equivalent to snowmelt
- Inspections may be reduced to once per month when construction activities cease due to frozen conditions
- Weekly inspections will recommence when construction activities are conducted and / or 0.5 inch or greater rain event of snowmelt.

The following maintenance schedule is provided below for each erosion and sediment control measure.

Temporary erosion control seeding

- Reapply if stabilization has not been achieved.

Perimeter erosion barrier

- Shall be inspected weekly, or immediately after each 0.5 inch of rainfall and at least daily during prolonged rainfall.
- Sediment shall be removed when it reaches on-third height of barrier.

Temporary ditch checks

- Shall be inspected every 7 days and after each 0.5 inches of rainfall
- Remove sediment from upstream side of ditch check when sediment has reached 50% of height of structure
- Remove debris when observed
- Repair or replace ditch checks whenever tears, splits, unraveling or compressed excelsior is apparent.
- Replace whenever flow of water or sediment goes around the device instead of over the center or through the device.

Erosion control blanket

- Shall be inspected weekly, or immediately after each 0.5 inch of rainfall and at least daily during prolonged rainfall.
- Blanket should be replaced if it becomes ineffective before ground has become permanently stabilized.

Stabilized construction entrances

- Shall be inspected weekly and after 0.5 inches of rainfall
- Shall be maintained to prevent tracking of sediment onto areas outside the project.
- Remove sediment tracked outside of the project limits immediately.
- Shall be replaced with additional aggregate, as necessary.

Riprap

- Shall be inspected weekly and after 0.5 inches of rainfall

Concrete washout

- Shall be inspected weekly, after 0.5 inches of rainfall, and after any concrete has been poured on site
- Any overflow onto the ground shall be cleaned and removed immediately

-Shall be covered by a non-collapsing, non-water collecting cover when rain or snow is forecasted to prevent accumulation and overflow of precipitation.

Dewatering

-Inspections shall be conducted to ensure proper operation and compliance with all permits and water quality standards.

-Accumulated sediment shall be removed from the flow area and temporary diversions shall be repaired as required.

-Outlet areas shall be checked and repaired made in a timely manner, as needed.

-Pump outlets shall be inspected for erosion and the sumps shall be inspected for accumulation of sediment.

-Sediment filtration bags shall be removed and replaced when half full of sediment or when the design flow rate of the filter bag is no longer being maintained.

-If the receiving waters shows any sign of turbid water, erosion, or sediment accumulation, discharge activities shall be stopped immediately once safety and property damage concerns have been addressed.

Temporary Sediment Traps

-Shall be inspected every 7 days and after each 0.5 inches of rainfall

-Remove sediment when sediment has reached 50% of depth of trap

-Remove debris when observed

IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site including Borrow, Waste, and Use Areas, 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 email at: 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

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 Contractor/subcontractor completing this form.

Route FAU 4077	Marked Route Flat Iron Road	Section Number 19-00508-00-BR
Project Number 4IDQ(698)	County McHenry	Contract Number 61K76

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. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Additionally, 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

Signature		Date	
[Signature Box]		[Date Box]	
Print Name		Title	
[Print Name Box]		[Title Box]	
Name of Firm		Phone	
[Name of Firm Box]		[Phone Box]	
Street Address	City	State	Zip Code
[Street Address Box]	[City Box]	[State Box]	[Zip Code Box]

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



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: 815-334-4980

City: Woodstock State: IL Zip: 60098

Fax: 815-334-4989

Contact Person: Joyce J. DeLong, P.E.

E-mail: JJDeLong@mchenrycountyil.gov

Owner Type (select one) County

CONTRACTOR INFORMATION

MS4 Community: Yes No

Contractor Name: _____

Mailing Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

CONSTRUCTION SITE INFORMATION

Select One: New Change of information for: ILR10 _____

Project Name: Flat Iron Road over Mokeler Creek County: McHenry

Street Address: Flat Iron Road City: Harvard IL Zip: 60033

Latitude: 42 24 30 Longitude: 88 38 33 3 45N 5E
(Deg) (Min) (Sec) (Deg) (Min) (Sec) Section Township Range

Approximate Construction Start Date Mar 1, 2025 Approximate Construction End Date Oct 31, 2025

Total size of construction site in acres: _____

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

Yes No

Fee Schedule for Construction Sites:

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)

Location of SWPPP for viewing: Address: _____ City: _____

SWPPP contact information:

Inspector qualifications:

Contact Name: Joyce J. DeLong, P.E.

P.E.

Phone: 815-334-4980

Fax: 815-334-4989

E-mail: JJDeLong@mchenrycountyil.gov

Project inspector, if different from above

Inspector qualifications:

Inspector's Name: _____

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 work consists of the removal and replacement of the bridge carrying Flat Iron Road over Mokeler Creek. Roadway removal and reconstruction, driveway culvert replacement, compensatory storage grading, erosion control measures, and landscape restoration are also included within the scope of improvements.

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
- Endangered Species Yes No

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: Mokeler Creek

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

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

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. When submitting electronically, use Project Name and City as indicated on NOI form.



Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 10101 Hillwood Parkway
 Fort Worth, TX 76177

Aeronautical Study No.
 2023-AGL-3068-OE

Issued Date: 04/07/2023

Scott Czaplicki
 McHenry County Department of Transportation
 16111 Nelson Road
 Woodstock, IL 60098

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Public Road Flat Iron Road Bridge over Mokeler Creek
 Location: Harvard, IL
 Latitude: 42-24-28.41N NAD 83
 Longitude: 88-38-32.63W
 Heights: 907 feet site elevation (SE)
 0 feet above ground level (AGL)
 907 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 10/07/2024 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (847) 294-7458, or fred.souchet@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2023-AGL-3068-OE.

Signature Control No: 572930804-579974816

(DNE)

Fred Souchet
Specialist

Attachment(s)
Map(s)



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2023-AGL-3069-OE

Issued Date: 04/07/2023

Scott Czaplicki
McHenry County Department of Transportation
16111 Nelson Road
Woodstock, IL 60098

****DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Mobile Construction Equipment Pile-driving equip. and crane to set beams
Location:	Harvard, IL
Latitude:	42-24-27.43N NAD 83
Longitude:	88-38-31.30W
Heights:	903 feet site elevation (SE) 110 feet above ground level (AGL) 1013 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does not exceed obstruction standards and would not be a hazard to air navigation provided the condition(s), if any, in this letter is (are) met:

****SEE ATTACHMENT FOR ADDITIONAL CONDITION(S) OR INFORMATION****

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Airman (NOTAM).

If you have any questions, please contact our office at (847) 294-7458, or fred.souchet@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2023-AGL-3069-OE

Signature Control No: 572930876-579975189

(TMP)

Fred Souchet
Specialist

Additional Condition(s) or Information for ASN 2023-AGL-3069-OE

Proposal: To construct and/or operate a(n) Mobile Construction Equipment to a height of 110 feet above ground level, 1013 feet above mean sea level.

Location: The structure will be located 0.53 nautical miles northwest of 0C0 Airport reference point.

Part 77 Obstruction Standard(s) Exceeded and Aeronautical Impacts, if any:

Aeronautical study revealed that the temporary structure will not exceed any Part 77 obstruction standard. Aeronautical study confirmed that the temporary structure will have no effect on any existing or proposed arrival, departure or en route instrument/visual flight rules (IFR/VFR) operations or procedures. Additionally, aeronautical study confirmed that the temporary structure will have no physical or electromagnetic effect on the operation of air navigation and communications facilities and will not impact any airspace and routes used by the military. Based on this aeronautical study, the FAA finds that the temporary structure will have no adverse effect on air navigation and will not impact any aeronautical operations or procedures.

Based on this aeronautical study, the structure would not constitute a substantial adverse effect on aeronautical operations or procedures because it will be temporary. The temporary structure would not be considered a hazard to air navigation provided all of the conditions specified in this determination are strictly met.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 10/07/2024 unless extended, revised, or terminated by the issuing office.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT
231 SOUTH LA SALLE STREET, SUITE 1500
CHICAGO IL 60604-1437

June 26, 2024

Regulatory Branch (LRC-2023-00129)

SUBJECT: Nationwide Permit Authorization to Discharge 0.04 acres of Permanent Fill with Temporary Impacts to 0.05 acres of Waters of the United States for the Flat Iron Road over Mokeler Creek Bridge Replacement Project, Harvard, McHenry County, Illinois (Latitude 42.408424°N, Longitude -88.642363°W)

Joyce DeLong
McHenry County Division of Transportation
16111 Nelson Road
Woodstock, Illinois 60098

Dear Ms. DeLong:

The U.S. Army Corps of Engineers, Chicago District, has completed its review of your pre-construction notification for the above referenced project, dated May 9, 2024, for authorization under the Nationwide Permit (NWP) Number 14 (Linear Transportation Projects), submitted on your behalf by Civiltech Engineering, Inc. This office has verified that your proposed activity complies with the terms and conditions of the NWP.

This determination covers only your project as described above and in the approved project plans titled, "FAU Route 4077 (Flat Iron Road) Over Mokeler Creek Bridge Replacement", dated May 3, 2024, prepared by Civiltech Engineering, Inc. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If the design, location, or purpose of the project is changed, it is recommended that you contact this office to determine the need for further authorization.

The subject activity may be performed without further authorization from this office provided that the activity complies with the NWP terms and general conditions, the regional conditions for Illinois, the special conditions listed below, and the Section 401 Water Quality Certification ("WQC") conditions added by the Illinois Environmental Protection Agency ("IEPA). The NWP Program terms, general conditions, and regional conditions are listed in the enclosed NWP Summary. The WQC conditions are listed in the enclosed Fact Sheet.

Specifically, we wish to draw your attention to General Condition 21, which requires permittees to notify our office immediately in the event of discovery of previously unknown human remains, Native American cultural items, or archaeological artifacts; and a term of the NWP program, which states that NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

In addition to the general, regional, and water quality conditions of this permit verification the following special conditions also apply to this verification:

1. This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the McHenry – Lake County Soil and Water Conservation District's (SWCD) written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site.
 - a. You shall schedule a preconstruction meeting with SWCD to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site. You shall contact the SWCD at least 10 calendar days prior to the preconstruction meeting so that a representative may attend.
 - b. You shall notify the SWCD of any changes or modifications to the approved plan set. Field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.
 - c. Prior to commencement of any in-stream work, you shall submit constructions plans and a detailed narrative to the SWCD that disclose the contractor's preferred method of cofferdam and dewatering method. Work in the waterway shall NOT commence until the SWCD notifies you, in writing, that the plans have been approved.
2. Work in the waterway should be timed to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water elevation.
3. The plan must be designed to allow for the conveyance of the 2-year peak flow past the work area without overtopping the cofferdam. The Corps has the discretion to reduce this requirement if documented by the applicant to be infeasible or unnecessary.
4. 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.
5. 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.

6. 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.
7. 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 re-introduced 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.
8. 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.

Please note that IEPA has issued Section 401 Water Quality Certification for this NWP. The conditions of this WQC are automatically conditions of this NWP verification and are included in the enclosed Fact Sheet. If you have any questions regarding Section 401 certification, please contact IEPA's Division of Water Pollution Control, Permit Section #15, by telephone at (217) 785-6939.

This verification is valid until March 14, 2026, when NWP 14 is scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date the NWP is modified, reissued, or revoked, you will have 12 months from the date of the modification, reissuance or revocation to complete the activity under the present terms and conditions. Failure to comply with the general and regional conditions of this NWP, or any project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization.

Once you have completed the authorized activity, please sign and return the enclosed compliance certification as required by general condition 30. If you have any

questions, please contact Mr. Aaron Spencer of this office by telephone at (312) 846-5540, or email at Aaron.D.Spencer@usace.army.mil.

Sincerely,

Soren G. Hall

Digitally signed by Soren
G. Hall
Date: 2024.06.26
07:58:57 -05'00'

Soren G. Hall
Team Leader
Regulatory Branch

Enclosures

cc:
McHenry-Lake County SWCD (Ryan Bieber)
Civiltech Engineering, Inc. (Thomas Liliensiek)



CITY OF HARVARD

201 West Diggins Street • Harvard, Illinois 60033 • 815-943-6468 • Fax: 815-943-4556



STORMWATER MANAGEMENT PERMIT APPLICATION

NAME & ADDRESS OF PROPERTY OWNER/APPLICANT: Joyce J. DeLong 16111 Nelson Road Woodstock, IL 60098 Phone: <u>(815)-334-4980</u> Fax: _____ E-Mail: <u>jjdelong@McHenryCountyIL.gov</u>	NAME & ADDRESS OF ENGINEER Thomas Liliensiek 30 N. LaSalle St., Suite 3220 Chicago, IL 60602 Phone: <u>(312)-564-2492</u> Fax: _____ E-Mail: <u>tliliensiek@civiltechinc.com</u>	NAME & ADDRESS OF WETLAND SPECIALIST Baron Stuedemann 915 Harger Road, Suite 330 Oak Brook, IL 60523 Phone: <u>(630)-684-4425</u> Fax: _____ E-Mail: <u>baron.stuedemann@gza.com</u>
--	---	---

DEVELOPER INFORMATION:

Name of Development: Flat Iron Road Over Mokeler Creek

Location of Development: Flat Iron Road, City of Harvard, IL, McHenry County
0.45 mi south of IL 173 and 1.5 mi west of US Route 14

Legal Description: NW 3 45N 5E
¼ Section Section Township Range

DEVELOPMENT CLASSIFICATION: <input type="checkbox"/> Minor <input type="checkbox"/> Intermediate <input type="checkbox"/> Major <input type="checkbox"/> Special Flood Hazard <input checked="" type="checkbox"/> Public Road <input type="checkbox"/> No Stormwater Management Permit Required	REGULATED DEVELOPMENT: <input checked="" type="checkbox"/> SFHA <input checked="" type="checkbox"/> 5,000 sf Impervious <input checked="" type="checkbox"/> 5,000 sf Hydrologic Disturbance <input type="checkbox"/> Runoff Direction Change <input checked="" type="checkbox"/> 500 sf Disturbance within 25' of Water Body <input checked="" type="checkbox"/> 100 cy of Cut and/or Fill <input checked="" type="checkbox"/> Wetland Impact <input type="checkbox"/> No Stormwater Management Permit Required
--	--

STORMWATER DATA SUMMARY: Total Property Ownership (acres) = <u>ROW</u> Permit Development Size (acres) = <u>1.47</u> Existing Impervious Area (acres or sf) = <u>0.47 ac</u> Proposed Impervious Area (acres or sf) = <u>0.60 ac</u> Hydrologic Disturbance Area (sf) = <u>1.47</u> Watershed Drainage Area (acres or sf) = <u>3578 ac</u> Detention Volume Required (acres-ft) = <u>0</u> Detention Volume Provided (acre-ft) = <u>0</u>	WETLAND DATA SUMMARY: Existing Wetland Acreage: = <u>0.0352 (within limits)</u> Jurisdictional (acres): = <u>0.0352</u> Isolated (acres) = <u>0</u> Impacted Wetland Acreage: = <u>0.032</u> Jurisdictional (acres): = <u>0.032</u> Isolated (acres) = <u>0</u> Mitigation Acreage Required: = <u>0.048</u>
--	---

FLOOD HAZARD CHECK: <input type="checkbox"/> Out of SFHA & Wetlands <input type="checkbox"/> Entire Property in SFHA or Wetlands <input checked="" type="checkbox"/> Portion of Property in SFHA or Wetlands Firm Panel #: <u>17111C0025J</u> USGS/HA Map #: <u>HA-498</u> Wetland Map (NWI/ADID): <u>R5UBH</u>	ADDITIONAL PERMITS: Applicant to indicate which are applicable. <input checked="" type="checkbox"/> DNR/OWR Permit Required <input type="checkbox"/> Local/State/Federal Permit Required <input checked="" type="checkbox"/> USACE Permit Required <input checked="" type="checkbox"/> Other <u>McHenry-Lake County SWCD Erosion & Sediment Control Review</u>
--	---

UNDER PENALTY OF INTENTIONAL MISREPRESENTATION AND/OR PERJURY, I declare I have examined and/or made this application and it is true and correct to the best of my knowledge and belief. I agree to construct said development in compliance with the permitted documents. I realize that the information that I have affirmed herein forms a basis for the issuance of the Watershed Development Permit(s) herein applied for and approval of plans in connection therewith shall not be construed to permit any construction upon said premises or use thereof in violation of any applicable ordinance or to excuse the owner or his successors in title from complying therewith.

Joyce J DeLong
Signature of Property Owner or Applicant

May 6, 2024
Date

I CERTIFY that the plan/documents submittal for the above-referenced development have been prepared under the supervision of a professional engineer or certified wetland specialist as appropriate.

Thomas Liliensiek 062.053291 4/11/2024
Signature of Professional Engineer P.E. # Date

Baron Stuedemann 029 4/11/2024
Signature of Certified Wetland Specialist CWS# Date

Thomas Liliensiek
Print Name of Engineer

Baron Stuedemann
Print Name of Certified Wetland Specialist

THIS PERMIT is subject to the following conditions:

- (a) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease, or provide any right of occupancy or use of the public or private property on which the project or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the City of Harvard, the County of McHenry, or by any private or public party or parties.
- (b) This permit does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit, and does not authorize any injury to private or invasion of private rights.
- (c) This permit does not relieve the permittee of the responsibility to obtain other federal, state, or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approval from any federal or state agency to do the work, this permit is not effective until those approvals are obtained.
- (d) The permittee shall, at their own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project, from the floodprone area, river, stream, or lake in which the work is done.
- (e) The execution and details of the work authorized shall be subject to the approval of the City of Harvard (COH) and/or McHenry County (MC) which shall have right to access to accomplish this purpose.
- (f) Application for permit will be considered full acceptance by the permittee of the terms and conditions of the permit.
- (g) The COH and/or MC, in issuing this permit has relied, upon the statements and representations made by the permittee; if any statement or representation made by the permittee is found to be false, the permit may be revoked at the option of the COH/MC; and when a permit is revoked all rights of the permittee under the permit are void.
- (h) In issuing this permit, the COH/MC does not approve the adequacy of the design or structural strength or the structure or improvement.
- (i) Noncompliance with the conditions of this permit will be considered grounds for revocation.
- (j) If the work permitted is not completed within three years of the permit issuance date, this permit shall be void.

OFFICE USE ONLY

Application Received by City: 5/7/24 7/3/24
 Comments Provided by City: 5/24/24 7/9/24
 Application Approved by City: 7/9/24 By Joyce DeLong
 Based Upon Plans Dated: 7/2/24

Approval from McHenry County Department of Planning and Development (if Required): _____

McHENRY - LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT



1648 South Eastwood Dr., Woodstock, Illinois 60098 (815) 338-0444 ext. 3

May 10, 2024

Thomas Liliensiek P.E.
Civiltech Engineering, Inc.
30 N. LaSalle Street, Suite 3220
Chicago, IL 60602

RE: Flat Iron

Dear Mr. Liliensiek,

The McHenry – Lake County Soil and Water Conservation District has reviewed your soil erosion and sediment control (SESC) submittal for the Flat Iron Road Over Mokeler Creek project in Harvard, IL. This letter approves the SESC narrative portion of the plans. However, full approval of the SESC plan is contingent upon submittal and review of the subcontractor's instream SESC plan, once a subcontractor has been identified.

Once the future subcontractor has identified their preferred method to conduct work in dry conditions, cofferdam/dewatering or otherwise, it will need to be added to the SESC plan drawing and details page of the submittal. The updated plan will then need to be resubmitted to this office for review and approval.

If you have any questions, you can reach me at (815)-338-0444 x3 or email at ryan.bieber@mchenryswcd.org.

Sincerely,

A handwritten signature in black ink that reads "Ryan Bieber".

Ryan Bieber
Urban Conservation Specialist



Office of Water Resources • 2050 West Stearns Road • Bartlett, Illinois 60103

July 8, 2024

SUBJECT: Permit No. NE2024028
Flat Iron Rd. Bridge Replacement
Mokeler Creek
McHenry County, Application No. N20240061

Joyce DeLong
McHenry County Division of Transportation
16111 Nelson Road
Woodstock, Illinois 60098

Dear Ms. DeLong:

Enclosed is Illinois Department of Natural Resources, Office of Water Resources Permit No. NE2024028 authorizing the subject project. This permit does not supersede any other federal, state, or local authorizations that may be required for the project.

Please be advised that the Illinois Department of Natural Resources, Division of Ecosystems and Environment (DEE) participates in the regulatory programs of the U.S. Army, Corps of Engineers (USACE) and may review this project if a USACE Section 10 or 404 permit is required. Issuance of a permit by the Office of Water Resources does not preclude DEE's provision of comments and/or recommendations, primarily related to biological effects of the proposed action, to the USACE and other federal agencies concerning your project.

If any changes of the permitted work are found necessary, revised plans should be submitted promptly to this office for review and approval. Also, this permit expires on the date indicated in Condition (13). If you are unable to complete the work by that date, you must make a written request for an extension of time.

Please contact Kevin Hoobler of my staff at 847/608-3116 if you have any questions.

Sincerely,

William T. Boyd, P.E.
Chief, Northeastern Illinois Regulatory Programs Section

WTB: KH: EW

Enclosure

cc: Chicago District, U.S. Army Corps of Engineers (email)
McHenry County Department of Planning and Development
City of Harvard Engineering Department
Thomas Liliensiek, Civiltech Engineering, Inc.



PERMIT NO. NE2024028
DATE: July 8, 2024

State of Illinois
Department of Natural Resources, Office of Water Resources

Permission is hereby granted to:

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

to replace the Flat Iron Road Bridge in the floodway of Mokeler Creek in the Northwest Quarter of Section 3, Township 45 North, Range 5 East of the Third Principal Meridian in McHenry County, in accordance with an application dated May 1, 2024, and the plans and specifications entitled:

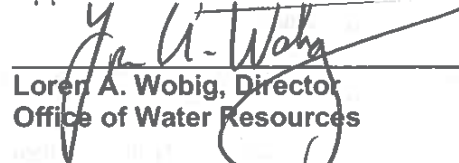
STATE OF ILLINOS, DEPARTMENT OF TRANSPORTATION, PLANS FOR PROPOSED HIGHWAY, FAU ROUTE 4077 (FLAT IRON ROAD), OVER MOKELER CREEK, BRIDGE REPLACEMENT, MCHENRY COUNTY, COVER SHEET AND SHEET NO. 19, 29, 36, 39, AND 73 TO 90 OF 90, DATED MAY 3, 2024, ALL RECEIVED MAY 6, 2024.

Examined and Recommended:



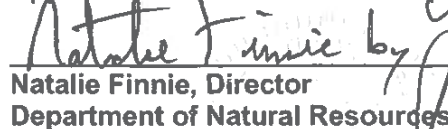
William T. Boyd, Chief
Northeastern IL Regulatory
Programs Section

Approval Recommended:



Loren A. Wobig, Director
Office of Water Resources

Approved:


Natalie Finnie, Director
Department of Natural Resources

This PERMIT is subject to the terms and special conditions contained herein.

THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) This permit is granted in accordance with the Rivers, Lakes, and Streams Act "615 ILCS 5."
- 2) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the activity or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
- 3) This permit does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit; and does not authorize any injury to private property or invasion of private rights.
- 4) This permit does not relieve the permittee of the responsibility to obtain other federal, state, or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approvals from any federal or state agency to do the work, this permit is not effective until the federal and state approvals are obtained. If construction does not begin within two years of the date of this permit, the permittee must submit the project to EcoCat (<http://dnr.illinois.gov/EcoPublic/>) for an updated consultation under the Illinois Endangered Species Protection Act and the Illinois Natural Areas Preservation Act.
- 5) The permittee shall, at the permittee's own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project. If the permittee fails to remove such structures or materials, the Department may have removal made at the expense of the permittee.
- 6) In public waters, if future need for public navigation or other public interest by the state or federal government necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or the permittee's successors as required by the Department or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.
- 7) The execution and details of the work authorized shall be subject to the review and approval of the Department. Department personnel shall have the right of access to accomplish this purpose.
- 8) Starting work on the activity authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.
- 9) The Department in issuing this permit has relied upon the statements and representations made by the permittee; if any substantive statement or representation made by the permittee is found to be false, this permit will be revoked; and when revoked, all rights of the permittee under the permit are voided.
- 10) In public waters, the permittee and the permittee's successors shall make no claim whatsoever to any interest in any accretions caused by the activity.
- 11) In issuing this permit, the Department does not ensure the adequacy of the design or structural strength of the structure or improvement.
- 12) Noncompliance with the conditions of this permit will be considered grounds for revocation.
- 13) If the construction activity permitted is not completed on or before December 31, 2027, this permit shall cease and be null and void.



Illinois Environmental Protection Agency

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

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: 2024 Flat Iron Road Bridge Improvements Office Phone Number, if available: _____

Physical Site Location (address, including number and street):

Flat Iron Road over Mokeler Creek - see attached figures for details of project limits

City: Harvard State: IL Zip Code: 60033

County: McHenry Township: Chemung

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 42.40843 Longitude: - 87.64238

(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

GPS Map Interpolation Photo Interpolation Survey Other

Google Earth lat/long approximation.

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy): Unknown Approximate End Date (mm/dd/yyyy): Unknown

Estimated Volume of debris (cu. Yd.): _____

II. Owner/Operator Information for Source Site

Site Owner

Name: McHenry County Division of Transportation

Street Address: 16111 Nelson Road

PO Box: _____

City: Woodstock State: IL

Zip Code: 60098 Phone: 815.334.4980

Contact: Joyce J. Delong

Email, if available: JJDelong@McHenryCountyIL.gov

Site Operator

Name: _____

Street Address: _____

PO Box: _____

City: _____ State: _____

Zip Code: _____ Phone: _____

Contact: _____

Email, if available: _____

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). This form has been approved by the Forms Management Center.

Uncontaminated Soil Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a):

An April 2024 database report for the Project Area was reviewed to identify Potentially Impacted Properties (PIPs). PIPs were not identified near the Project Area which was investigated with eight (8) soil borings and two (2) sediment samples. The Project Area is surrounded by farmland and one residential property just offsite. Refer to the attachments for further information.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201 (g), 1100.205(a), 1100.610]:

Eight (8) soil borings and two (2) sediment samples were advanced within the Project Area on March 15, 2024. Samples were analyzed for VOCs, SVOCs, Total Metals, TCLP Metals Fe and were analyzed for pH. Results achieve the MAC values and are eligible for CCDD facility acceptance. See attachments for further information.

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

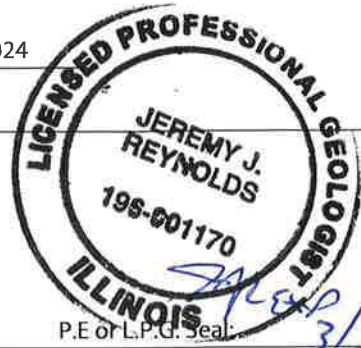
I, Jeremy J. Reynolds (name of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

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))

Company Name: Huff & Huff, Inc., a subsidiary of GZA, inc.
Street Address: 915 Harger Rd Suite 330
City: Oak Brook State: IL Zip Code: 60523
Phone: (630) 684-9100

Jeremy J. Reynolds, P.G.
Printed Name:


Licensed Professional Engineer or
Licensed Professional Geologist Signature:

Apr 22, 2024
Date:

P.E or L.P.G. Seal:



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2023-AGL-3068-OE

Issued Date: 09/10/2024

Scott Czaplicki
McHenry County Department of Transportation
16111 Nelson Road
Woodstock, IL 60098

**** Extension ****

A Determination was issued by the Federal Aviation Administration (FAA) concerning:

Structure:	Public Road Flat Iron Road Bridge over Mokeler Creek
Location:	Harvard, IL
Latitude:	42-24-28.41N NAD 83
Longitude:	88-38-32.63W
Heights:	907 feet site elevation (SE) 0 feet above ground level (AGL) 907 feet above mean sea level (AMSL)

In response to your request for an extension of the effective period of the determination, the FAA has reviewed the aeronautical study in light of current aeronautical operations in the area of the structure and finds that no significant aeronautical changes have occurred which would alter the determination issued for this structure.

Accordingly, pursuant to the authority delegated to me, the effective period of the determination issued under the above cited aeronautical study number is hereby extended and will expire on 03/10/2026 unless otherwise extended, revised, or terminated by this office. You must adhere to all conditions identified in the original determination.

This extension issued in accordance with 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerns the effect of the structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (817) 222-5954, or timothy.m.waychoff@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2023-AGL-3068-OE.

Signature Control No: 572930804-632552129
Timothy Waychoff
Specialist

(EXT)

Case Description for ASN 2023-AGL-3068-OE

Please see attached letter for a full description of the proposal.



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2023-AGL-3069-OE

Issued Date: 09/10/2024

Scott Czaplicki
McHenry County Department of Transportation
16111 Nelson Road
Woodstock, IL 60098

**** Extension ****

A Determination was issued by the Federal Aviation Administration (FAA) concerning:

Structure:	Mobile Construction Equipment Pile-driving equip. and crane to set beams
Location:	Harvard, IL
Latitude:	42-24-27.43N NAD 83
Longitude:	88-38-31.30W
Heights:	903 feet site elevation (SE) 110 feet above ground level (AGL) 1013 feet above mean sea level (AMSL)

In response to your request for an extension of the effective period of the determination, the FAA has reviewed the aeronautical study in light of current aeronautical operations in the area of the structure and finds that no significant aeronautical changes have occurred which would alter the determination issued for this structure.

Accordingly, pursuant to the authority delegated to me, the effective period of the determination issued under the above cited aeronautical study number is hereby extended and will expire on 03/10/2026 unless otherwise extended, revised, or terminated by this office. You must adhere to all conditions identified in the original determination.

This extension issued in accordance with 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerns the effect of the structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (817) 222-5954, or timothy.m.waychoff@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2023-AGL-3069-OE.

Signature Control No: 572930876-632552130

Timothy Waychoff
Specialist

(EXT)

Case Description for ASN 2023-AGL-3069-OE

Reconstruct Flat Iron Road bridge over Mokeler Creek. Roadway surface elevation and railings will be raised. Separate notice filed for permanent structure.

AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012

Revised: April 1, 2022

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 (ASI).

303.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.07
(b) Reclaimed Asphalt Pavement (RAP)	1031.09

303.03 Equipment. The vibratory roller shall be according to Article 1101.01, or as approved by the Engineer. Vibratory machines, such as tampers, shall be used in areas where rollers do not fit.

303.04 Soil Preparation. The minimum immediate bearing value (IBV) of the soil below the improved subgrade shall be according to the Department’s “Subgrade Stability Manual” for the aggregate thickness specified.

303.05 Placing and Compacting. The maximum nominal lift thickness of aggregate gradations CA 2, CA 6, and CA 10 when compacted shall be 9 in. (225 mm). The maximum nominal lift thickness of aggregate gradations CS 1, CS 2, and RR 1 when compacted shall be 24 in. (600 mm).

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction. Capping aggregate will not be required when aggregate subgrade improvement is used as a cubic yard pay item for undercut applications.

Each lift of aggregate 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.

303.06 Finishing and Maintenance. 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.

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

303.08 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) 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 (ASI). 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. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.

(b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.

(c) Gradation.

(1) The coarse aggregate gradation for total ASI thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 1.

The coarse aggregate gradation for total ASI thickness greater than 12 in. (300 mm) shall be CS 1 or CS 2 as shown below or RR 1 according to Article 1005.01(c).

COARSE AGGREGATE SUBGRADE GRADATIONS					
Grad No.	Sieve Size and Percent Passing				
	8”	6”	4”	2”	#4
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)					
Grad No.	Sieve Size and Percent Passing				
	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

(2) Capping aggregate shall be gradation CA 6 or CA 10.”

Add the following to Article 1031.09 of the Standard Specifications:

“(b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Articles 1031.01(a), 1031.02(a), 1031.06(a)(1), and 1031.06(a)(2), and the following.

- (1) The testing requirements of Article 1031.03 shall not apply.
- (2) Crushed RAP used for the lower lift may be mechanically blended with aggregate gradations CS 1, CS 2, and RR 1 but it shall be no greater than 40 percent of the total product volume. RAP agglomerations shall be no greater than 4 in. (100 mm).
- (3) For capping aggregate, well graded RAP having 100 percent passing the 1 1/2 in. (38 mm) sieve may be used when aggregate gradations CS 1, CS 2, CA 2, or RR 1 are used in the lower lift. FRAP will not be permitted as capping material.

Blending shall be through calibrated interlocked feeders or a calibrated blending plant such that the prescribed blending percentage is maintained throughout the blending process. The calibration shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered.”

80274

CEMENT, TYPE IL (BDE)

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

“(k) Type IL Portland-Limestone Cement1001”

Revise Note 2 of Article 352.02 of the Standard Specifications to read:

“Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used.”

Revise Note 1 of Article 404.02 of the Standard Specifications to read:

“Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement.”

Revise Article 1019.02(a) of the Standard Specifications to read:

“(a) Cement, Type I or IL1001”

80449

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

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

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

80384

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 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	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: March 2, 2019

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 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 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, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 15.00 % 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 enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents 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 a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. 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. The required forms and documentation must be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

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

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate and adequately document enough DBE participation has been obtained or document the 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. This means 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 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 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 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 the 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 it is otherwise eligible for award. If the Department determines 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 will also include a statement of reasons for the adverse 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 to cure the deficiency.

- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "DOT.DBE.UP@illinois.gov" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. 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 reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person 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 reconsideration, 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 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 emailed to the Department at DOT.DBE.UP@illinois.gov.
- (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, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure 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 copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (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) 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) The DBE is aware 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) 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 Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the 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) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor 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 Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the 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 will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) FINAL PAYMENT. 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 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement 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 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.

80029

FUEL COST ADJUSTMENT (BDE)

Effective: April 1, 2009

Revised: August 1, 2017

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

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

(a) Categories of Work.

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

modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.

- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

English Units		
Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B - Subbase and Aggregate Base courses	0.62	gal / ton
C - HMA Bases, Pavements and Shoulders	1.05	gal / ton
D - PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E - Structures	8.00	gal / \$1000

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

(c) Quantity Conversion Factors.

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

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

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

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

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

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

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

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

80229

HOT-MIX ASPHALT (BDE)

Effective: January 1, 2024

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

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

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

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

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

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

80456

HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT (BDE)

Effective: November 1, 2022

Revised: August 1, 2023

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

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

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

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

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

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

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

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

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

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

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

80446

PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

- (2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 “Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates” or AASHTO PP 74 “Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method”, a 50 g sample of the GTR shall conform to the following gradation requirements.

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

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

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

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

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

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

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

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

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

The following grades may be specified as tack coats.

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

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

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

Ndesign	Binder	Surface	Polymer Modified Binder or Surface ^{3/}
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

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

- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
 - 3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

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

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

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

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

PORTLAND CEMENT CONCRETE (BDE)

Effective: August 1, 2023

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

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

80451

PREFORMED PLASTIC PAVEMENT MARKING (BDE)

Effective: June 2, 2024

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

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

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

Type B material shall have an inner mix of glass beads with a minimum refractive index of 1.50 and a top coating of ceramic beads bonded to top urethane wear surface with a minimum refractive index of 1.70. Beads with a refractive index greater than 1.80 shall not be used.

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

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

“(n) Sampling and Inspection.

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

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

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

80459

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

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

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

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

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

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

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

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

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

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

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or

odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option."

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

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

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

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

80455

SEEDING (BDE)

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

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

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

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

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

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

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

Notes:

- 1/ Seeding shall be performed when the ambient temperature has been between 45 °F (7 °C) and 80 °F (27 °C) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
- 2/ Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 °F (7 °C) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 °F (27 °C) according to the National Weather Service.
- 3/ Specific variety as shown in the plans or approved by the Engineer.
- 4/ Inoculation required.
- 5/ Pure Live Seed (PLS) shall be used.
- 6/ Fertilizer shall not be used.
- 7/ Seed shall be primed with KNO_3 to break dormancy and dyed to indicate such.

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

80445

SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)

Effective: April 1, 2024

Revised: April 2, 2024

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

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

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

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

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

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

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

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

Revise Article 1095.06 of the Standard Specifications to read:

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

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

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

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

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

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

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

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

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

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

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

- (c) Skid Resistance. The surface of Type IV and blackout markings shall provide a minimum skid resistance of 45 BPN when tested according to ASTM E 303.
- (d) Application. The pavement marking tape shall have a precoated pressure sensitive adhesive and shall require no activation procedures. Test pieces of the tape shall be applied according to the manufacturer's instructions and tested according to ASTM D 1000, Method A, except that a stiff, short bristle roller brush and heavy hand pressure will be substituted for the weighted rubber roller in applying the test pieces to the metal test panel. Material tested as directed above shall show a minimum adhesion value of 750 g/in. (30 g/mm) width at the temperatures specified in ASTM D 1000. The adhesive shall be resistant to oils, acids, solvents, and water, and shall not leave objectionable stains or residue after removal. The material shall be flexible and conformable to the texture of the pavement.

(e) Durability. Type IV and blackout tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large sections at pavement temperatures above 40 °F (4 °C) either manually or with a roll-up device without the use of sandblasting, solvents, or grinding. The Contractor shall provide a manufacturer's certification that the material meets the requirements for being removed after the following minimum traffic exposure based on transverse test decks with rolling traffic.

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

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

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

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

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

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

(f) Sampling and Inspection.

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

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

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

80457

SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

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

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

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

80448

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004

Revised: January 1, 2022

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

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

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

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

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

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

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

Attachment

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

80127

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor’s submitted DBE utilization plan.

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

80397

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

80391

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 2, 2023

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

“STATEMENTS AND PAYROLLS

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

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

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

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

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee’s social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>.

When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option (“No Work”, “Suspended”, or “Complete”) selected.”

80437

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

Revised: September 2, 2021

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

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

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

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

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

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

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

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

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

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

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

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

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

For contracts with an awarded contract value of \$500,000 or more, the Contractor is required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules to the extent permitted by Section 20-20(g). For federally funded projects, the number of trainees to be trained under this contract, as stated in the Training Special Provisions, will be the established goal for the Illinois Works Apprenticeship Initiative 30 ILCS 559/20-20(g). The Contractor shall make a good faith effort to meet this goal. For federally funded projects, the Illinois Works Apprenticeship Initiative will be implemented using the FHWA approved OJT procedures. The Contractor must comply with the recordkeeping and reporting obligations of the Illinois Works Apprenticeship Initiative for the life of the project, including the certification as to whether the trainee/apprentice labor hour goals were met.

Method of Measurement. The unit of measurement is in hours.

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

20338

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

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

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

80439

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: November 1, 2021

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 Sunday through Saturday for each week reportable trucking activities occur.

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

80302

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

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

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

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

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

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

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

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

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

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

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

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

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

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

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

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

80427

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).

PERFORMED PAVEMENT JOINT SEAL

Effective: October 4, 2016

Revised: March 24, 2023

Description. This work shall consist of furnishing all labor, equipment and materials necessary to prepare the joint opening and install pavement joint seal(s) at the locations specified. Unless otherwise detailed on the plans, the joint shall be sized for a rated movement of 2 inches (50 mm).

Materials: Unless otherwise specified, one of the following prefabricated joint seals will be permitted.

- (a) Preformed Elastomeric Joint Seal. This material shall be according to Section 1053.01.
- (b) Preformed Pre-compressed, Silicone Coated, Self-Expanding Sealant System. This Sealant system shall be comprised of three components: 1) cellular polyurethane foam impregnated with hydrophobic 100% acrylic, water-based emulsion, factory coated with highway-grade, fuel resistant silicone; 2) field-applied epoxy adhesive primer, 3) field-injected silicone sealant bands.

The preformed, pre-compressed silicone joint seal shall, as a minimum, be according to the following:

- The joint seal shall be held in place by a non-sag, high modulus silicone adhesive.
- The joint seal shall be compatible with the epoxy and header material.
- The joint seal shall withstand the effects of vertical and lateral movements, skew movements and rotational movement without adhesive or cohesive failure.
- The joint seal shall be designed so that, the material is capable of movement of +50%, -50% (100% total) of nominal material size.
- The gland shall not contain any open, unsealed joints along its length in its final condition.
- Changes in plane and direction shall be executed using factory fabricated 90 degree transition assemblies. The transitions shall be watertight at the inside and outside corners through the full movement of the product.
- The depth of the joint shall be recessed 3/4 in. (19 mm) below the riding surface throughout the normal limits of joint movement.
- The joint seal shall be resistant to ultraviolet rays.
- The joint seal shall be resistant to abrasion, oxidation, oils, gasoline, salt, and other materials that may be spilled on or applied to the surface.
- The manufacturer shall certify that the joint composition shall be free of any waxes or wax compounds; asphalts or asphalt compounds.

The joint material shall meet the following physical properties:

Property	Requirement	Test Method
Tensile Strength of Silicone Coating (min)	140 psi	ASTM D 412
UV Resistance of Joint System	No Changes--2000 Hours	ASTM C793
Density of Cellular Polyurethane Foam	4.0 lb/ cu ft (200kg/cu m)	ASTM D545
Heat Aging Effects (Silicone Coating)	No cracking, chalking	ASTM C 792
Joint System Operating temp range (min)	-40° F to 185° F	ASTM C 711

The adhesive shall be a two-component, 100% solid, modified epoxy meeting the requirements of ASTM C881, Type I, Grade 3, Class B & C. The adhesive shall also have the following properties:

Property	Requirement	Test method
Tensile Strength	2,500 psi (24 MPa) min.	ASTM D638
Compressive Strength	7000 psi (48 MPa) min.	ASTM D695
Bond Strength (Dry Cure)	2000 psi (28MPa) min	ASTM C882
Water Absorption	0.1% by weight	ASTM D570

The silicone band adhesive shall have the following properties:

Property	Requirement	Test Method
Movement Capability	+50/-50%	ASTM C 719
Elongation at Break	>600%	ASTM D 5893
Slump	≤0.3"	ASTM D 2202
Hardness (Shore A) max.	20	ASTM C 661
Tack free time (max)	60 minutes	ASTM C 679
Heat Aging Effects	No cracking, chalking	ASTM C 792
Resilience	≥ 75%	ASTM D5329
Bond	0% Adhesive or Cohesive Failure after 5 cycles @100%extension	ASTM D 5329

- (c) Performed Silicone Joint Seal. The preformed silicone joint seal used for this item shall conform to the following specifications:

Table 1
Physical Properties of Preformed Silicone Gland

Property	Requirement	Test Method
Rated Movement Capability	+2 ¼ inch total	N/A
Tensile Strength, psi.	1000 min	ASTM D 412
Elongation	400% min	ASTM D 412
Tear (die B)	100 ppi. min	ASTM D 624
Hardness Durometer (Shore A).	55 +/- 5 max	ASTM D 2240
Compression set at 212°F, 70 hrs	30% max	ASTM D 395
Heat Aged Properties	5pt max loss on Durometer	ASTM D 573
Tensile and Elongation % Loss	10 % max	

The color of the preformed silicone seal shall be black, made by the addition of Carbon Black fillers which increases UV resistance, tensile strength, and abrasion wear properties.

The locking adhesive shall be non-sag, high modulus silicone adhesive conforming to the following specifications:

Table 2
Physical Properties of the Silicone Locking Adhesive

Property	Requirement	Test Method
Tensile Strength, psi.	200 min	ASTM D 412
Elongation, %	450 min	ASTM D 412
Tack Free Time, minutes.	20 max.	ASTM C 679
Cure Time ¼" bead, hrs	24 max	ASTM C 679
Resistance to U.V.	No cracking, chalking, or degradation	ASTM C793
VOC (g/L)	0	ASTM D 3960

Any rips, tears, or bond failure will be cause for rejection.

The two part epoxy primer shall be supplied for application to the vertical faces of the joint opening. The supplied primer shall be equally as effective when bonded to concrete or steel. This primer shall meet the following criteria:

Table 3
Physical Properties of Preformed Silicone Joint System Primer

Property	Requirement	Test Method
Viscosity (cps)	44	ASTM D 2196
Color	Light Amber	Visual
Solids (%)	41	ASTM D 4209
Specific Gravity	0.92	ASTM D 1217
Product Flash Point (°F, T.C.C.)	48	ASTM D 56
Package Stability	N/A	One year in tightly sealed containers
Cleaning	N/A	Mineral Spirits
VOC (g/L)	520	ASTM D 3960

- (d) Preformed Inverted EPDM Joint Seal. The preformed inverted EPDM joint seal used for this item shall conform to the following specifications:

**Table 1
Physical Properties of Preformed Silicone Gland**

Property	Requirement	Test Method
Rated Movement Capability	Up To 5 inch total	N/A
Tensile Strength, psi.	1200 psi min	ASTM D 412
Elongation	400 % min	ASTM D 412
Tear (Die C)	150 pli. min	ASTM D 624
Durometer Content	50 +/- 5 max	ASTM D 2240
Water Resistance (70 hrs @ 100c)	10% max	ASTM D 471
Ozone Resistance	100 min	ASTM D 1171

**Table 2
Physical Properties of the V-Epoxy-R**

V-Epoxy-R adhesive meets the requirements of ASTM C881 Type III, Grade 2. The adhesive shall also have the following properties:

Property	Requirement	Test Method
Color	Gray	Visual
Viscosity	45,000 CP (typ.)	N/A
Gel Time (minutes)	30 min.	ASTM C 881
Shelf Life (Separate Sealed Containers)	12 Months	N/A
Resistance to U.V.	No cracking, chalking, or degradation	ASTM C793
VOC (g/L)	0	ASTM D 3960

Any rips, tears, or bond failure will be cause for rejection.

(e) Bonded Preformed Joint Seal. This joint system shall consist of preformed elastomeric seal bonded to the side walls of the joint opening using an adhesive as specified by the Manufacturer of the joint seal.

The bonded preformed joint seal shall be according to Table 1 of ASTM D2628 with the following exceptions: Compression set shall not be over 40 percent when tested according to Method B (Modified) of ASTM D 395 after 70 hours at 212 °F (100 °C). The Compression-Deflection requirement will not apply to the bonded preformed joint seal.

The adhesive shall be epoxy base, dual component, which resists salt, diluted acids, alkalis, solvents, greases, oils, moisture, sunlight and weathering. Temperatures up to 200 °F (93 °C) shall not reduce bond strength. At 68 °F (20 °C), the bond strength shall be a minimum of 1000 psi (6.9 MPa) within 24 hours.

Any primers or cleaning solutions used on the faces of the joint or on the profile of the sides of the bonded preformed joint seal shall be supplied by the manufacturer of the bonded preformed joint seal.

Any additional installation materials and adhesive for splicing joint sections shall be as supplied by the manufacturer of the preformed joint seal.

The Contractor shall submit the Manufacturer's material certification documentation stating that their materials meet the applicable requirements of this specification for the joint seal(s) installed.

CONSTRUCTION REQUIREMENTS

General. The Contractor shall furnish the Engineer with the manufacturer's product information and installation procedures at least two weeks prior to installation.

The minimum ambient air temperature in which the joint seal can be installed is 40° F (4.4° C) and rising, except for bonded preformed joint seals which shall not be installed when temperatures below 50 °F (10 °C) are predicted within a 48 hour period.

The joint surface shall be completely dry before installing the Joint Seal. For newly placed concrete, the concrete shall be fully cured and allowed to dry out a minimum of seven additional days prior to placement of the seal. Cold, wet, inclement weather will require an extended drying time.

The Joint Seal shall not be installed immediately after precipitation or if precipitation is forecasted for the day. Joint preparation and installation of Joint Seal shall be done during the same day.

Surface Preparation. Surface preparation shall be according to the joint seal manufacturer's written instructions.

After surface preparation is completed, the joint shall be cleaned of debris using compressed air with a minimum pressure of 90 psi (620 kPa). The air compressor shall be equipped with traps to prevent the inclusion of water and/or oil in the air line. The compressed air shall be according to the cleanliness requirements of ASTM D 4285.

When priming is required per the manufacturer's instruction, this operation shall immediately follow cleaning.

Joint Installation. The Joint installation shall be per the manufacturer's instructions; special attention shall be given to ensure the joint seal is properly recessed below the top of the riding surface as recommended by the manufacturer.

For bonded joint seals the seal shall be inserted into the joint and held tightly against both sides of the joint until sufficient bond strength has been developed to resist the expected expansion forces.

Opening to traffic. As these joint systems are supposed to be recessed below the top of the riding surface, there should be no restriction, based on the joint seal installation, on when these joints can be reopened to traffic.

Method of Measurement. The installed prefabricated joint seal will not be measured for payment.

Basis of Payment. The prefabricated joint seal will not be paid for separately but shall be considered included in the cost of the adjacent concrete work involved.

BAR SPLICERS, HEADED REINFORCEMENT

Effective: September 2, 2022

Revised: October 27, 2023

Add the following to Article 508.08(b):

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

Add the following Article 508.02 (d)

Bar Terminators1006.10(a)(1)h

Add the following paragraph after Article 508.08 (c):

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

Add the following 4th paragraph to Article 508.11:

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

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

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

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

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY
SYSTEM OR APPALACHIAN LOCAL ACCESS**

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

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

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

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

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

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.