Letting August 4, 2017

Notice to Bidders, Specifications and Proposal



Springfield, Illinois 62764

Contract No. 91564 DOUGLAS County Section 17-00113-00-RS Route FAS 523 (Ch 5) Project RS-0523(105) District 5 Construction Funds

Prepared by

Checked by

F

Illinois Department of Transportation

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. August 4, 2017 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. 91564
DOUGLAS County
Section 17-00113-00-RS
Project RS-0523(105)
Route FAS 523 (Ch 5)
District 5 Construction Funds

Resurfacing from the Champaign County Line to North of the CSX Railroad in Newman.

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

By Order of the Illinois Department of Transportation

Randall S. Blankenhorn, Secretary

CONTRACT 91564

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-17)

SUPPLEMENTAL SPECIFICATIONS

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CHECK SHEET FOR RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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

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CHECK SHEET FOR LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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LR # LR SD12 LR SD13 LR 107-2 LR 107-4 LR 108 LR 109 LR 212 LR 355-1 LR 355-2 LR 400-1 LR 400-2 LR 400-3 LR 400-4 LR 400-5	<u>Pg#</u>	Special Provision Title Slab Movement Detection Device Required Cold Milled Surface Texture Railroad Protective Liability Insurance for Local Lettings Insurance Combination Bids Equipment Rental Rates Shaping Roadway Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix Bituminous Stabilized Base Course, Plant Mix Bituminous Treated Earth Surface Bituminous Surface Plant Mix (Class B) Hot In-Place Recycling (HIR) — Surface Recycling Full-Depth Reclamation (FDR) with Emulsified Asphalt Cold In-Place Recycling (CIR) With Emulsified Asphalt	Effective Nov. 11, 1984 Nov. 1, 1987 Mar. 1, 2005 Feb. 1, 2007 Jan. 1, 1994 Jan. 1, 2012 Aug. 1, 1969 Oct. 1, 1973 Feb. 20, 1963 Jan. 1, 2007 Jan. 1, 2008 Jan. 1, 2012 Apr. 1, 2012 Apr. 1, 2012	Revised Jan. 1, 2007 Jan. 1, 2007 Jan. 1, 2006 Aug. 1, 2007 Mar. 1, 2005 Jan. 1, 2002 Jan. 1, 2007 Jan. 1, 2007 Jan. 1, 2012 Jun. 1, 2012 Jun. 1, 2012
LR 400-6 LR 400-7 LR 400-8 LR 402 LR 403-1		Cold In Place Recycling (CIR) with Foamed Asphalt Full-Depth Reclamation (FDR) with Foamed Asphalt Pulverization Salt Stabilized Surface Course Surface Profile Milling of Existing, Recycled or Reclaimed Flexible	June 1, 2012 June 1, 2012 Jan. 24, 2017 Feb. 20, 1963 Apr. 1, 2012	Jan. 1, 2007 Jun. 1, 2012
LR 403-2 LR 403-3		Pavement Bituminous Hot Mix Sand Seal Coat Preventive Maintenance - Bituminous Surface Treatment (A-1)	Aug. 1, 1969 July 1, 2016	Jan. 1, 2007
LR 406 LR 420 LR 442 LR 451 LR 503-1 LR 503-2 LR 542 LR 542-1 LR 663 LR 702 LR 1000-1	15	Filling HMA Core Holes with Non-Shrink Grout PCC Pavement (Special) Bituminous Patching Mixtures for Maintenance Use Crack Filling Bituminous Pavement with Fiber-Asphalt Furnishing Class SI Concrete Furnishing Class SI Concrete (Short Load) Pipe Culverts, Type (Furnished) Pipe Culverts, Special Calcium Chloride Applied Construction and Maintenance Signs Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures	Jan. 1, 2008 May 12, 1964 Jan. 1, 2004 Oct. 1, 1991 Oct. 1, 1973 Jan. 1, 1989 Sep. 1, 1964 Apr. 1, 2016 Jun. 1, 1958 Jan. 1, 2004 Apr. 1, 2012	Jan. 2, 2007 Jun. 1, 2007 Jan. 1, 2007 Jan. 1, 2002 Jan. 1, 2007 Jan. 1, 2007 Jan. 1, 2007 Jun. 1, 2007 Jun. 1, 2012
LR 1000-2		Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures	June 1, 2012	
LR 1004 LR 1030 LR 1032-1 LR 1102 LR 80029-1		Coarse Aggregate for Bituminous Surface Treatment Growth Curve Emulsified Asphalts Road Mix or Traveling Plan Mix Equipment Disadvantaged Business Enterprise Participation for Local Lettings	Jan. 1, 2002 Mar. 1, 2008 Jan. 1, 2007 Jan. 1, 2007 Aug. 26, 2016	Jan. 1, 2007 Jan. 1, 2010 Feb. 7, 2008

BDE SPECIAL PROVISIONS

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

<u>File</u>	<u>Pg.</u>	Special Provision Title	Effective	<u>Revised</u>
<u>Name</u>		A 21 B 1 (1 B)		1 4 0044
80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80382		Adjusting Frames and Grates	April 1, 2017	
80274	40	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192 * 80173	16	X Automated Flagger Assistance Device	Jan. 1, 2008	
00170	18	X Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80241		Bridge Demolition Debris	July 1, 2009	
50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80366	20	X Butt Joints	July 1, 2016	
* 80384	21	X Compensable Delay Costs	June 2, 2017	
80198		Completion Date (via calendar days)	April 1, 2008	
80199		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80277	25	X Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
80261		Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80029	26	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	July 2, 2016
80378		Dowel Bar Inserter	Jan. 1, 2017	,
* 80229		Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80304	Albania KandaViando	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246		Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2016
80347		Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits -	Nov. 1, 2014	April 1, 2017
		Jobsite Sampling		
* 80383		Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	April 2, 2017
80376	37	X Hot-Mix Asphalt – Tack Coat	Nov. 1, 2016	in and the second secon
80368		Light Tower	July 1, 2016	
80336		Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
80369		Mast Arm Assembly and Pole	July 1, 2016	•
80045		Material Transfer Device	June 15, 1999	Aug. 1, 2014
80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80349		Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
80371		Pavement Marking Removal	July 1, 2016	
80298		Pavement Marking Tape Type IV	April 1, 2012	April 1, 2016
80377		Portable Changeable Message Signs	Nov. 1, 2016	April 1, 2017
80359		Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Jan. 1, 2017
80338		Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	April 1, 2016
* 80385	38	X Portland Cement Concrete Sidewalk	Aug. 1, 2017	77. P
80300	ninina Taata (1900)	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	39	X Progress Payments	Nov. 2, 2013	p,
34261		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	Juli 1, 2000
80306	40	X Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt	Nov. 1, 2012	April 1, 2016
72234		Shingles (RAS)	,	
80340		Speed Display Trailer	April 2, 2014	Jan. 1, 2017
* 80127		Steel Cost Adjustment	April 2, 2004	Aug. 1, 2017
80379	cations in the	Steel Plate Beam Guardrail	Jan. 1, 2017	
80317		Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016
			., 2010	p , 0 10

<u>File</u> Name	<u>Pg.</u>	Special Provision Title	Effective	Revised
80298		Temporary Pavement Marking (NOTE: This special provision was previously named "Pavement Marking Tape Type IV".)	April 1, 2012	April 1, 2017
20338		Training Special Provision	Oct. 15, 1975	
80318		Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80381		Traffic Barrier Terminal, Type 1 Special	Jan. 1, 2017	•
80380		Tubular Markers	Jan. 1, 2017	
80288	50	X Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	52	X Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80071	53	X Working Days	Jan. 1, 2002	

The following special provisions have been deleted from use:

80289 Wet Reflective Thermoplastic Pavement Marking

The following special provisions are in the 2017 Supplemental Specifications and Recurring Special Provisions.

<u>File</u>	Special Provision Title	New Location	Effective	Revised
<u>Name</u> 80360	Coarse Aggregate Quality	Article 1004.01	July 1, 2015	
80363	Engineer's Field Office	Article 670.07	April 1, 2016	
80358	Equal Employment Opportunity	Recurring CS #1 and #5	April 1, 2015	
80364	Errata for the 2016 Standard Specifications	Supplemental	April 1, 2016	
80342	Mechanical Side Tie Bar Inserter	Articles 420.03, 420.05, and 1103.19	Aug. 1, 2014	April 1, 2016
80370	Mechanical Splicers	Article 1006.10	July 1, 2016	
80361	Overhead Sign Structures Certification of Metal Fabricator	Article 106.08	Nov. 1, 2015	April 1, 2016
80365	Pedestrian Push-Button	Article 888.03	April 1, 2016	
80353	Portland Cement Concrete Inlay or Overlay	Recurring CS #34	Jan. 1, 2015	April 1, 2016
80372	Preventive Maintenance – Bituminous Surface Treatment (A-1)	Recurring CS #28	Jan. 1, 2009	July 1, 2016
80373	Preventive Maintenance - Cape Seal	Recurring CS #29	Jan. 1, 2009	July 1, 2016
80374	Preventive Maintenance – Micro Surfacing	Recurring CS #30	Jan. 1, 2009	July 1, 2016
80375	Preventive Maintenance – Slurry Seal	Recurring CS #31	Jan. 1, 2009	July 1, 2016
80362	Steel Slag in Trench Backfill	Articles 1003.01 and 1003.04	Jan. 1, 2016	
80355	Temporary Concrete Barrier	Articles 704.02, 704.04, 704.05, and 704.06	Jan. 1, 2015	July 1, 2015

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
 Building Removal Case II
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- · Completion Date Plus Working Days
- DBE Participation

- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

STATE OF ILLINOIS

Special Provisions

The following Special Provisions supplement the Standard Specifications for Road and Bridge Construction, adopted April 1, 2016 (hereinafter referred to as the Standard Specifications); the latest edition of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways in effect on the date of invitation for bids; the Manual of Test Procedures for Materials in effect on the date of invitations for bids; and the Supplemental Specifications and Recurring Special Provisions indicated on the check sheet included herein which apply to and govern the Construction of FAS 523 (CH-5) Section: 17-00113-00-RS in Douglas County, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAS 523 (CH-5)

SECTION 17-00113-00-RS

DOUGLAS COUNTY

JOB NO. C-95-330-17

LOCATION OF PROJECT

Beginning at the intersection of FAS 523 (CH-5) and CSX Railroad in Newman Township, Douglas County extending to the north 31,936 ft to a point in the vicinity of the Champaign-Douglas County Line, Douglas County.

DESCRIPTION OF PROJECT

This Project includes the resurfacing of the existing two-lane FAS 523 (CH 11), the construction of new aggregate shoulders, incidental HMA surfacing and other items of related construction.

CONTRACTOR AGREEMENTS

Any agreement the Contractor makes with an individual Land Owner to aid in the construction of the project that includes, but not limited to, equipment/material storage areas, borrow pit construction, construction demolition storage, etc. Shall be agreed to in writing. This agreement shall also include the methods and extent to which the site shall be restored. Copies of such written agreements shall be furnished to the County Engineer. Douglas County is not responsible for any damages or payment for any required restoration of the site, as outlined in the agreement.

MEASUREMENTS OF GRANULAR MATERIALS

When any granular material is to be measured in tons in the plans or specifications, it will be mandatory for the Contractor to furnish truck scale tickets. All granular materials shall be weighed on certified scales. Freight car weights for material shipped in freight cars will not be acceptable.

Any costs incurred due to furnishing approved scales and weighing the various aggregates as described herein will not be paid for separately, but shall be considered as included in the contract unit price per ton for the various items in which the granular material is incorporated.

PROTECTION AND RESTORATION OF TRAFFIC SIGNS

The work shall be performed in accordance with Article 107.25 of the Standard Specifications and the following provisions.

Modify the second sentence in paragraph two to read as:

Signs that are not to be re-erected shall become the property of the Douglas County Highway Department and shall be transported and placed, by the Contractor, in the Douglas County Highway Department Maintenance Shed located at 200 S Prairie Street, Tuscola, IL or as directed by the Engineer.

X7010216 Traffic Control & Protection (Special)

Description: This work shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual of Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Article 107.09 and 107.14 of the Standard Specifications, the Highway Standards, and the following Highway Standards relating to traffic control:

Keeping Roads Open to Traffic: It is the intention of the County that FAS 666 (CH 11) and FAS 665 (CH 26) remain open to through traffic during the construction period. Advance warning signs shall be posted according to the Traffic Control Standards. The Contractor shall maintain local-access-only to the properties within the work zones. In no case shall an entrance remain closed overnight or during nonworking hours except as required for finishing the bituminous pavement. The Contractor shall notify the affected property owners one to five days in advance of planned closures. In no case shall an entrance be closed without prior notification.

Notification of Maintenance of Traffic: The Contractor shall notify the organizations and individuals on the below contact list of the Maintenance of Traffic schedule, and any traffic control changes that are being planned. The notification shall include the location and scheduled temporary closure details.

Douglas County Organizations:

Illinois State Police (District 10)	(217) 265-0050
Farm Bureau	(217) 253-4442
Douglas County Sheriff	(217) 253-2913

The following IDOT Standards shall be used during the construction of this section;

Standard 701306-03 Standard 701311-03 Standard 701901-06

Basis of Payment. This work shall be paid for at the contract unit price LUMP SUM for TRAFFIC CONTROL AND PROTECTION (SPECIAL), which price shall include all labor, material, and equipment necessary to complete the work and no additional compensation will be allowed.

PROJECT COMMITMENTS

There are no project commitments.

PRECAUTIONS FOR UTILITIES

The Contractor shall take whatever precautions that may be necessary to protect the property of the various public utilities which may be located underground or above ground, at or adjacent to the site of this improvement. He will be required to repair or replace at his own expense, or bear the cost, to repair or replace, any public utility property which has been damaged through his efforts. The procedure and specifications of repair will be in accordance with the regulations and/or policy of the utility

CONTACT INFORMATION FOR KNOWN UTILITIES ON PROJECT

<u>Utility Name</u>	<u>Contact</u>	<u>Phone Number</u>
CILCO/Ameren CIPS	Martin Fuller	618-236-6281
COMCAST	Martha Gieras	224-229-5862
Eastern Illini Electric Coop	Alan Schweighart	217-379-2131
Frontier Communication	Kalin Hinshaw	815-895-1515
Metro Communications Co.	Jason Koonce	217-728-3605
City of Newman	Mark Fraser	217-497-2781

STATUS OF UTILITIES TO BE ADJUSTED

There are no known locations where utilities will require adjustment-relocation for this project.

GN 406H Contract: 91564

Mixture

Requirements FAS 523 (CH 5)

HOT MIX ASPHALT RESURFACING

Location	FAS 665/666	FAS 665/666
Mixture Use	F.G. LEVEL BINDER (MM)	SURFACE COURSE (1.5")
	1.5"	& INCIDENTAL
AC/PG	PG 64-22	PG 64-22
Design Air Voids	4.0% @ Ndes=50	4.0% @ Ndes=50
Mix Comp(Gradation)	IL 9.5 F.G.	IL 9.5.
Friction Aggregate	Mix C	Mix C
Mixture Weight	112	112
Quality Management Program	QC/QA	QC/QA
Sublot Size	N.A.	N.A.

HOT-MIX ASPHALT – REQUIRED FIELD TESTS

Effective 01/01/11

Revise the first paragraph of Article 1030.05(d)(3) to read as follows:

Required Field Tests. The Contractor shall control the compaction process by testing the mix density at random locations determined by the Engineer in accordance with the QC/QA document, "Determination of Random Density Test Site Locations", and recording the results on forms approved by the Engineer. The density locations will be disclosed and marked by the Engineer after all compaction efforts have been completed. Locations shall be laid out using a tape measure or an approved measuring wheel. The Contractor shall follow the density testing procedures detailed in the QC/QA document, "Illinois-Modified ASTM D 2950, Standard Test Method for Determination of Density of Bituminous Concrete In-Place by Nuclear Method".

103005-d3

HOT-MIX ASPHALT MIXTURE IL-9.5FG

Effective: July 1, 2005 Revised: December 10, 2014

<u>Description</u>. This work shall consist of constructing fine graded hot-mix asphalt (HMA) surface course-or leveling binder with an IL-9.5FG mixture. Work shall be according to Sections 406, 407 and 1030 of the Standard Specifications, except as modified herein.

Equipment. Add the following to Article 406.03

(i) Non-Vertical Impact Roller......1101.01

Materials. Revise Article 1003.03(c) of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, FA 21, or FA 22. For mixture IL-9.5FG, the fine aggregate fraction shall consist of at least 67 percent manufactured sand meeting FA 20, FA 21 or FA 22 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof."

Mixture Design. Add the following to the table in Article 1030.04(a)(1):

"High ESAL, MIXTURE COMPOSITION (% PASSING) 1/				
Sieve	IL-9	9.5FG		
Size	min	max		
1 1/2 in (37.5 mm)				
1 in. (25 mm)				
3/4 in. (19 mm)				
1/2 in. (12.5 mm)		100		
3/8 in. (9.5 mm)	90	100		
#4 (4.75 mm)	65	80		
#8 (2.36 mm)	50	65		
#16 (1.18 mm)	25	40		
#30 (600 μm)	15	30		
#50 (300 μm)	8	15		
#100 (150 μm)	6	10		
#200 (75 µm)	4	6.5		
Ratio: Dust/Asphalt Binder		1.0		

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

	"VOLUMETRIC REQUIREMENTS: High ESAL				
	Voids in the Mineral Aggregate (VMA),% minimum		Voids Filled with Asphalt Binder (VFA),%		
N _{design}	IL-19.0	IL-9.5, IL 9.5FG			
50			65 - 78		
70 90	13.5	15.0	65 - 75 ^{1/}		

1/ The VFA range for IL-9.5FG shall be 65 - 78 percent."

Quality Control/Quality Assurance (QC/QA). Revise the second table in Article 1030.05(d)(4) to read:

	DENSITY CONTROL LIMITS			
Mi	ixture Composition	Parameter	Individual Test	
	IL-4.75	Ndesign = 50	93.0 – 97.4% 1/	
	Lifts < 1.25 in. (32 mm)	N _{design} 50 - 90	90.0 – 95.0% 17	
IL-9.5FG	Lifts \geq 1.25 in. (32 mm)	N _{design} 50 - 90	92.0 – 96.0%	
IL-9.5		$N_{\rm design} \ge 90$	92.0 – 96.0 %	
IL-9.5, IL-9.5L		N _{design} < 90	92.5 – 97.4 %	
IL-19.0		$N_{\rm design} \ge 90$	93.0 – 96.0 %	
I	L-19.0, IL-19.0L	N _{design} < 90	93.0 – 97.4 %	

^{1/} Density shall be determined by cores or by correlated, approved thin lift nuclear gauge

^{2/ 92.0 %} when placed as first lift on an unimproved subgrade.

CONSTRUCTION REQUIREMENTS

<u>Leveling Binder</u>. Revise the table and second paragraph of Article 406.05(c) of the Standard Specifications to read:

"Leveling Binder		
Nominal, Compacted, Leveling Binder Thickness, in. (mm)	Mixture Composition	
≤ 1 1/4 (32)	IL 4.75, IL-9.5, IL-9.5 FG, or IL-9.5L	
> 1 1/4 to 2 (32 to 50)	IL-9.5, IL-9.5FG, IL-9.5L	

The density requirements of Article 406.07 (c) shall apply for leveling binder, machine method, when the nominal, compacted thickness is: 3/4 in. (19 mm) or greater for IL-9.5FG and IL 4.75 mixtures and 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures."

Compaction. Revise Table 1 in Article 406.07(a) of the Standard Specifications to read:

"TABLE 1	- MINIMUM	ROLLER REC	QUIREMENTS FO	OR HMA ^{4/}
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement
Level Binder: (When the density requirements of Article 406.05(c) do not apply.)	P 3/		V _S , P ^{3/} , T _B , T _F , 3W	To the satisfaction of the Engineer.
Level Binder: (When placed at ≤ 1 ¼ (32 mm) and density requirements of Article 406.05 (c) apply.)	V _N ,T _B , 3W	P 3/	V_S, T_B, T_F	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).

Level Binder ¹ />1 ¼ in.	2,	24		
(32 mm)	V_D , $P^{3/}$,	P 3/	V_S, T_B, T_F	As specified in

Binder and Surface 1/	T _B , 3W		Articles:
			1030.05(d)(3), (d)(4),
			and (d)(7).
			As specified in
Bridge Decks 2/	Тв	 T_{F}	Articles:
	- D	 ~ 1	582.05 and 582.06.

- 1/ If the average delivery at the job site is 85 ton/hr (75 metric ton/hr) or less, any roller combination may be used provided it includes a steel wheeled roller and the required density and smoothness is obtained.
- 2/ One T_B may be used for both breakdown and final rolling on bridge decks 300 ft (90 m) or less in length, except when the air temperature is less than 60 °F (15 °C).
- 3/ A vibratory roller (V_D) may be used in lieu of the pneumatic-tired roller on mixtures containing polymer modified asphalt binder.
- 4/ For mixture IL-4.75 a minimum of two T_B and one T_F roller shall be provided. Both the T_B and

T_F rollers shall be a minimum of 280 lb/in. (49 N/mm). P and V rollers will not be permitted.

Add the following to EQUIPMENT DEFINITION

 V_N - Non-Vertical Impact roller operated in a mode that will provide non-vertical impacts and operate at a speed to produce not less than 10 impacts/ft (30 impacts/m).

Rollers. Add the following to Article 1101.01 of the Standard Specifications:

h) The non-vertical impact roller shall be self-propelled and provide a smooth operation when starting, stopping or reversing directions. Non-vertical impact drum(s) and frequency shall be approximately the same in each direction and amplitude following minimum requirements: drum diameter 48 in. (1200 mm), meet the length of drum 66 in. (1650 mm), unit static force on drum(s) 125 lb/in. (22 N/m), adjustable eccentrics, and reversible eccentrics on non-driven drum(s). The total applied force and the direction it is applied for various combinations of VPM and eccentric positions shall be shown on decals on the roller or on a chart maintained with the roller. The roller shall be equipped with water tanks and sprinkling devices, or other approved methods, which shall be used to wet the drums to prevent material pickup.

<u>Basis of Payment</u>. Add the following two paragraphs after the third paragraph of Article 406.14 of the Standard Specifications:

"Mixture IL-9.5FG will be paid for at the contract unit price per ton (metric ton) for LEVELING BINDER (HAND METHOD), IL-9.5FG, of the Ndesign specified; LEVELING BINDER (MACHINE METHOD), IL-9.5FG, of the Ndesign specified; or HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, of the Ndesign specified.

Mixture IL-9.5FG in which polymer modified asphalt binders are required will be paid for at the contract unit price per ton (metric ton) for POLYMERIZED LEVELING BINDER (HAND METHOD), IL-9.5FG, of the Ndesign specified; POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-9.5FG, of the Ndesign specified; or POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, of the Ndesign specified."

HMA IL-9 5 FG

Individual Density Sites

Effective: September 1, 2007 Revised: December 10, 2014

<u>Description</u>: This work shall consist of evaluating the daily average offset density value as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows:

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

		OFFSET DENSITY CONTRO Mat	Confined & Unconfined Edge
Mixture Composition	Parameter	Daily Average Density Value	Daily Average Density Value
IL-4.75	Ndes=50	93.0 – 97.4% ^{1/}	90.0%
IL-9.5	N _{des} ≥ 90	92.0 – 96.0 %	90.0%
IL-9.5, IL-9.5L	N _{des} < 90	92.5 – 97.4 %	90.0%
IL-19.0	N _{des} ≥ 90	93.0 – 96.0 %	90.0%
IL-19.0, IL-19.0L	N _{des} < 90	93.0 – 97.4 %	90.0%

			AND THE PARTY AN
IL-9.5FG <1 ¼ in (32 mm)	N _{des} 50-90	90.0 – 95.0 %17	90.0%
IL-9.5FG ≥1 ¼ in (32 mm)	N _{des} 50-90	92.0 – 96.0 %	90.0%
SMA	N _{des} 50 & 80	93.5% - 97.4%	91.0%

- 1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.
 - 2/ 92.0% when placed as first lift on an unimproved subgrade.

Insert the following after the sixth paragraph Article 1030.05(d)(7) of the Standard Specifications:

When the daily average density value for a given offset exceeds the control limits, the Engineer shall be notified immediately.

If a daily average density value failure occurs at a given offset due to low density for a given mixture, additional compactive effort or paver adjustment shall be required and approved by the Engineer prior to additional paving. If a daily average density value failure occurs at a given offset due to high density for a given mixture, production shall cease until the problem has been investigated and corrected. Reducing compactive effort for failing high densities will not be allowed.

If two daily average density value failures occur at a given offset for a given mixture, the Engineer shall cease production.

103005(a)(4)

LONGITUDINAL JOINT DENSITY (D5-FG)

Effective: January 1, 2010 Revised: April 1, 2016

<u>Description</u>. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). This specification only covers the joint requirements for the mixes covered under QC/QA and does not apply to any mixes covered by the QCP or PFP specifications. Work shall be according to Section 1030 of the Standard Specifications except as follows.

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

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

- "Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 4 in. (100 mm) lift the near edge of the density gauge or core barrel shall be within 4 in. (100 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.
- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

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

		Individual Test	Unconfined Edge
"Mixture Composition	Parameter	(includes confined	Joint Density
		edges)	Minimum
IL-4.75	Ndesign=50	93.0 – 97.4% 1/	90.0%
IL-9.5	Ndesign ≥ 90	92.0 – 96.0%	90.0%
IL-9.5,IL-9.5L	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0	Ndesign ≥ 90	93.0 - 96.0%	90.0%
IL-19.0, IL-19.0L	Ndesign < 90	93.0 – 97.4%	90.0%
IL-9.5FG < 1 ¼ in (32 mm)	Ndesign = 50 - 90	90.0 – 95.0%	90.0%
IL-9.5FG ≥ 1 ¼ in (32 mm)	Ndesign = 50 - 90	92.0 – 96.0%	90.0%
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%

- 1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.
- 2/ 92.0% when placed as first lift on an unimproved subgrade.

103005(d)(3)-2

NON-VERTICAL IMPACT ROLLER FOR HOT-MIX ASPHALT

Eff. October 13, 2011

For all Hot-Mix Asphalt Mixtures placed at a rate exceeding 85 tons per hour (75 metric tons per hour), a Non-Vertical Impact roller may be used as the finish roller. The roller shall meet the requirements outlined below.

The roller shall be capable of operating in a mode that will provide non-vertical impacts and operate at a speed to produce not less than 10 impacts/ft (30 impacts/m). The roller shall be self-propelled and provide a smooth operation when starting, stopping or reversing directions. The non-vertical impact drum(s) amplitude and frequency shall be approximately the same in each direction and meet the following minimum requirements: drum diameter 48 in. (1200 mm), length of drum 66 in. (1650 mm), unit static force on drum(s) 125 lb/in. (22 N/m), adjustable eccentrics, and reversible eccentrics on non-driven drum(s). The total applied force and the direction it is applied for various combinations of VPM and eccentric positions shall be shown on decals on the vibrating roller or on a chart maintained with the roller. The roller shall be equipped with water tanks and sprinkling devices, or other approved methods, which shall be used to wet the drums to prevent material pickup.

This work will not be measured for payment or paid for separately, but shall be considered as included in the price per ton (metric ton) or square yard (square meter) of the various items of HOT-MIX ASPHALT, of the mixture and Ndesign (if applicable) specified.

Non-vertical roller

PNEUMATIC-TIRED ROLLER FOR HOT-MIX ASPHALT

Eff. 10-01-1998 Rev. 09-01-2006

For all Hot-Mix Asphalt Mixtures placed at a rate exceeding 85 tons per hour (75 metric tons per hour), a pneumatic-tired roller will be required as the intermediate roller. This roller shall meet the requirements of Table 1 of Article 406.07 of the Standard Specifications. This provision shall hold over any other requirements included elsewhere in the contract.

This work will not be measured for payment or paid for separately, but shall be considered as included in the price per ton (metric ton) or square yard (square meter) of the various items of HOT-MIX ASPHALT, of the mixture and Ndesign (if applicable) specified.

406.doc

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:

Douglas County Highway Department

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 FILLING HMA CORE HOLES WITH NON-SHRINK GROUT

Effective: January 1, 2008

All references to Sections and Articles in this Special Provision shall be construed to mean specific Sections and Articles in the Standard Specifications for Road and Bridge Construction adopted by the Department of Transportation.

Add the following after the first paragraph of Article 406.07(c) of the Standard Specifications:

"Upon completion of coring for density testing, all free water shall be removed from the core holes prior to filling. All core holes shall be filled with a non-shrink grout from the Department's approved list, which shall be mixed in a separate container prior to placement in the hole. Only enough water to permit placement and consolidation by rodding shall be used, and the material shall be struck-off flush with the adjacent pavement."

AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)

Effective: January 1, 2008

<u>Description</u>. This work shall consist of furnishing and operating automated flagger assistance devices (AFADs) as part of the work zone traffic control and protection for two-lane highways where two-way traffic is maintained over one lane of pavement. Use of these devices shall be at the option of the Contractor.

Equipment. AFADs shall be according to the FHWA memorandum, "MUTCD - Revised Interim Approval for the use of Automated Flagger Assistance Devices in Temporary Traffic Control Zones (IA-4R)", dated January 28, 2005. The devices shall be mounted on a trailer or a moveable cart and shall meet the requirements of NCHRP 350, Category 4.

The AFAD shall be the Stop/Slow type. This device uses remotely controlled "STOP" and "SLOW" signs to alternately control right-of-way.

Signs for the AFAD shall be according to Article 701.03 of the Standard Specifications and the MUTCD. The signs shall be 24×24 in. (600×600 mm) having an octagon shaped "STOP" sign on one side and a diamond shaped "SLOW" sign on the opposite side. The letters on the signs shall be 8 in. (200 mm) high. If the "STOP" sign has louvers, the full sign face shall be visible at a distance of 50 ft (15 m) and greater.

The signs shall be supplemented with one of the following types of lights.

- (a) Flashing Lights. When flashing lights are used, white or red flashing lights shall be mounted within the "STOP" sign face and white or yellow flashing lights within the "SLOW" sign face.
- (b) Stop and Warning Beacons. When beacons are used, a stop beacon shall be mounted 24 in. (600 mm) or less above the "STOP" sign face and a warning beacon mounted 24 in. (600 mm) or less above, below, or to the side of the "SLOW" sign face. As an option, a Type B warning light may be used in lieu of the warning beacon.

A "WAIT ON STOP" sign shall be placed on the right hand side of the roadway at a point where drivers are expected to stop. The sign shall be 24 x 30 in. (600 x 750 mm) with a black legend and border on a white background. The letters shall be at least 6 in. (150 mm) high.

This device may include a gate arm or mast arm that descends to a horizontal position when the "STOP" sign is displayed and rises to a vertical position when the "SLOW" sign is displayed. When included, the end of the arm shall reach at least to the center of the lane being controlled. The arm shall have alternating red and white retroreflective stripes, on both sides, sloping downward at 45 degrees toward the side on which traffic will pass. The stripes shall be 6 in. (150 mm) in width and at least 2 in. (50 mm) in height.

<u>Flagging Requirements</u>. Flaggers and flagging requirements shall be according to Article 701.13 of the Standard Specifications and the following.

AFADs shall be placed at each end of the traffic control, where a flagger is shown on the plans. The flaggers shall be able to view the face of the AFAD and approaching traffic during operation.

To stop traffic, the "STOP" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall descend to a horizontal position. To permit traffic to move, the "SLOW" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall rise to a vertical position.

If used at night, the AFAD location shall be illuminated according to Section 701 of the Standard Specifications.

When not in use, AFADs will be considered nonoperating equipment and shall be stored according to Article 701.11 of the Standard Specifications.

<u>Basis of Payment</u>. This work will not be paid for separately but shall be considered as included in the cost of the various traffic control items included in the contract.

80192

BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE)

Effective: November 2, 2006 Revised: August 1, 2017

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

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

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

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

Where: CA = Cost Adjustment, \$.

BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).

%AC_V = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_V and undiluted emulsified asphalt will be considered to be 65% AC_V.

Q = Authorized construction Quantity, tons (metric tons) (see below).

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

For bituminous materials measured in gallons: Q, tons = V x 8.33 lb/gal x SG / 2000 For bituminous materials measured in liters: Q, metric tons = V x 1.0 kg/L x SG / 1000

Where: A = Area of the HMA mixture, sq yd (sq m).

D = Depth of the HMA mixture, in. (mm).

G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.

V = Volume of the bituminous material, gal (L).

SG = Specific Gravity of bituminous material as shown on the bill of lading.

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

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

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

80173

BUTT JOINTS (BDE)

Effective: July 1, 2016

Add the following to Article 406.08 of the Standard Specifications.

"(c) Temporary Plastic Ramps. Temporary plastic ramps shall be made of high density polyethylene meeting the properties listed below. Temporary plastic ramps shall only be used on roadways with permanent posted speeds of 55 mph or less. The ramps shall have a minimum taper rate of 1:30 (V:H). The leading edge of the plastic ramp shall have a maximum thickness of 1/4 in. (6 mm) and the trailing edge shall match the height of the adjacent pavement ± 1/4 in. (± 6 mm).

The ramp will be accepted by certification. The Contractor shall furnish a certification from the manufacturer stating the temporary plastic ramp meets the following requirements.

Physical Property	Test Method	Requirement
Melt Index	ASTM D 1238	8.2 g/10 minutes
Density	ASTM D 1505	0.965 g/cc
Tensile Strength @ Break	ASTM D 638	2223 psi (15 MPa)
Tensile Strength @ Yield	ASTM D 638	4110 psi (28 MPa)
Elongation @ Yield 1/, percent	ASTM D 638	7.3 min.
Durometer Hardness, Shore D	ASTM D 2240	65
Heat Deflection Temperature, 66 psi	ASTM D 648	176 °F (80 °C)
Low Temperature Brittleness, F ₅₀	ASTM D 746	<-105 °F (<-76 °C)

1/ Crosshead speed -2 in./minute

The temporary plastic ramps shall be installed according to the manufacturer's specifications and fastened with anchors meeting the manufacturer's recommendations. Temporary plastic ramps that fail to stay in place or create a traffic hazard shall be replaced immediately with temporary HMA ramps at the Contractor's expense."

80366

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

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

- "(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.
 - (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
 - (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
 - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

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

- "(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.
 - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

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

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

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

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

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

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

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

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

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

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

	One Clerk
Over \$50,000,000	One Project Manager, 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 working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

ETCP Adjustment (\$) = TE x (%/100 x CUP / OCT)

Extended Traffic Control occurs between December 1 and March 31:

ETCP Adjustment (\$) = TE x 1.5 (%/100 x CUP / OCT)

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

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

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

OCT = Original contract time in calendar days.

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

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

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

80384

CONCRETE MIX DESIGN - DEPARTMENT PROVIDED (BDE)

Effective: January 1, 2012 Revised: April 1, 2016

For the concrete mix design requirements in Article 1020.05(a) of the Standard Specifications, the Contractor has the option to request the Engineer determine mix design material proportions for Class PV, PP, RR, BS, DS, SC, and SI concrete. A single mix design for each class of concrete will be provided. Acceptance by the Contractor to use the mix design developed by the Engineer shall not relieve the Contractor from meeting specification requirements.

80277

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: July 2, 2016

<u>FEDERAL OBLIGATION</u>. 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.

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 2.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

<u>DBE LOCATOR REFERENCES</u>. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) <u>CHANGES TO WORK</u>. 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, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

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

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

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

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

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

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

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) <u>ENFORCEMENT</u>. 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) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my 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.

HOT-MIX ASPHALT – TACK COAT (BDE)

Effective: November 1, 2016

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

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

PORTLAND CEMENT CONCRETE SIDEWALK (BDE)

Effective: August 1, 2017

Revise the first paragraph of Article 424.12 of the Standard Specifications to read:

"424.12 Method of Measurement. This work will be measured for payment in place and the area computed in square feet (square meters). Curb ramps, including side curbs and side flares, will be measured for payment as sidewalk. No deduction will be made for detectable warnings located within the ramp."

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

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

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

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

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

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

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012

Revise: April 1, 2016

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

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

(a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District provide documentation on the quality of the RAP to clarify the appropriate stockpile.

(1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix into which the FRAP will be incorporated.

Mixture FRAP will be used in:	Sieve Size that 100 % of FRAP Shall Pass
IL-19.0	1 1/2 in. (40 mm)
IL-9.5	3/4 in. (20 mm)
IL-4.75	1/2 in. (13 mm)

- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogeneous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel stag.
- (4) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

(b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise specified by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

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

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

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

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

(b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a \leq 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

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

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

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

(a) Evaluation of RAP/FRAP Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation, and when applicable G_{nm}. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous/ Conglomerate
1 in. (25 mm)	
1/2 in. (12.5 mm)	±8%
No. 4 (4.75 mm)	±6%
No. 8 (2.36 mm)	±5%
No. 16 (1.18 mm)	
No. 30 (600 µm)	±5%
No. 200 (75 µm)	± 2.0 %
Asphalt Binder	± 0.4 % ^{1/}
G _{rtm}	± 0.03

1/ The tolerance for FRAP shall be ± 0.3 %.

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the ITP, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

(b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	±5%
No. 30 (600 µm)	± 4 %
No. 200 (75 μm)	± 2.0 %
Asphalt Binder Content	± 1.5 %

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

1031.05 Quality Designation of Aggregate in RAP/FRAP.

- (a) RAP. The aggregate quality of the RAP for homogeneous and conglomerate stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
 - (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
 - (2) RAP from Class I binder, Superpave/HMA (High ESAL) binder, or (Low ESAL) IL-19.0L binder mixtures are designated as containing Class C quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Bureau of Materials and Physical Research Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

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

(a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.

- (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. RAP/FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous RAP and FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, or conglomerate.
- (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given Ndesign.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.
 - (1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures	RAP/F	RAP/RAS Maximum ABR %	
Ndesign	Binder/Leveling Surface Polymer Mo Binder		Polymer Modified
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). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- (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 FRAP/RAS table listed below for the given Ndesign.

FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures	FRAI	P/RAS Maximu	m ABR %								
Ndesign	Binder/Leveling Binder			Surface	Polymer Modified 37, 47						
30	30 50	50 40 10		50 40	50 40	50	50 40	40 10	50 40	50 40	10
50	40 35 10 40 30 10 40 30 10 40 30 10		40	10							
70			10								
90			10								

- 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). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.

4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

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

- (a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS mix designs shall be submitted for verification. If additional RAP/FRAP and/or RAS stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP and/or RAS stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP and/or RAS stockpiles may be used in the original mix design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

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

(a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

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

- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

(2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).
- e. RAP/FRAP/RAS weight to the nearest pound (kilogram).
- f. Virgin asphalt binder weight to the nearest pound (kilogram).
- g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

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

1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B. The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders, Type B shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012 Revised: April 1, 2016

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

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

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

Equipment.

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

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

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

- "(11) Equipment for Warm Mix Technologies.
 - a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

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

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

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

Construction Requirements.

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

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

Basis of Payment.

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: April 2, 2015

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

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

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

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 30 working days.

CONTRACT NO. 91564 SECTION COUNTY STATE OF ILLINOIS 17-00113-00-RS DOUGLAS DEPARTMENT OF TRANSPORTATION **PROPOSED HIGHWAY PLANS DOUGLAS COUNTY** FAS 523 (CH-5) SECTION # 17-00113-00-RS JOB NO. C-95-330-17 FED PROJECT NO. RS-0523(105) **FUNDING - STR** END CONTRUCTION CH 5 STA. 319+50.00 R. 10 E. 3RD P.M. 3RD P.M. R. 14 W. 3RD P.M. 1550 N 1550 N OMISSION FROM PROJECT STA. 277+61.86 TO STA. 278+48.54 350 11 12 1350 N ż 14 13 18 17 16 18 16 1250 N 23 % 28 21 24 BEGIN CONSTRUCTION CH 5 STA. 0+14.00 26 25 1075 33 35 1000 JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION 1-800-892-0123 OR 811 FOR INDEX SHEET/STANDARDS, SEE SHEET NO 2 FOR SUMMARY OF QUANTITIES, SEE SHEET NO. 2 TOWNSHIP: NEWMAN **APPROVED** GROSS LENGTH = 31,936.00 FT. = 6.048 MILE NET LENGTH = 31,849.32 FT. = 6.032 MILE DOUGLAS COUNTY ENGINEER FUNCTIONAL CLASSIFICATION : MAJOR CON PASSED FAS 532(CH-5) ADT : 900 062-054097 LICENSED DISTRICT FIVE ENGINEER OF LOCAL ROADS & STREETS ROFESSIONAL ENGINEER Releasing For Bid Based on 20 17 Limited Review

IAMES ANE PE D PROFESSIONAL ENGINEER

NO. 054097 EXPIRES NOVEMBER 30, 2017

REGION THREE ENGINEER

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

	CONT	RACT NO. 91	564	
F.A.S. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
523	17-00113-00-RS	DOUGL AS	55	2
JC)B * C-95-330-17	PROJ. NO R	5-0523	(105)
-	SUMMARY OF QUANTITIE	S-INDEX OF	SHEET	

ANE CLOSURE, 2L, 2W, SLOW MOVING OPERATIONS, DAY ONLY FOR SPEEDS > 45 MPH

STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS

AREAS IF REINFORCEMENT BARS

000001-06

Prepared by: JEC

24

22 23

Checked By: GD

DECIMAL OF INCH AND FOOT

CORNER PARALLEL CURB RAMPS FOR SIDEWALKS

ENTRANCE/ALLY PEDESTRIAN CROSSINGS MID-BLOCK CURB RAMPS FOR SIDEWALKS

YPE A GUTTER

424021-03 424026-01 606101-05

701306-03 701311-03

701901-06 780001-05 781001-04 BLR 24-2

DEPRESSED CORNER FOR SIDEWALKS

PERPENDICULAR CURB RAMPS FOR SIDEWALKS

DIAGONAL CURB RAMPS FOR SIDEWALKS

424006-02

124011-03 424016-03

424001-09

001006

ANE CLOSURE, 2L. 2W, MOVING OPERATIONS DAY ONLY

YPICAL APPLICATIONS RAISED REFLECTIVE PAVEMENT MARKERS

YPICAL PAVEMENT MARKINGS

RAFFIC CONTROL DEVICES

PERMANENT SURVEY MARKERS (TYPE IV AND ADJUSTED)

MAIL BOX TURN OUT - LOCAL ROADS

PAVEMENT MARKING AND MARKERS-APPLICATIONS

SURVEY MONUMENT COVER ASSEMBLY

20070100

36700aaa

INDEX OF SHEETS

QUANTITY

UNIT

52,681 5,964

DOUND

<u>N</u> NO.

EVELING BINDER (MACHINE METHOD) IL 9.5 F.G., N50 HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50

BITUMINOUS MATERIALS (TACK COAT)

SUMMARY OF QUANTITIES

DESCRIPTION 17-00113-00-RS

PAY CODE

ITEM#

40600290 40600627

6.556

1,531 429 42

POUND

NOL

SQ YD

SQFT

SOF

PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH

42400100

42400800

∞ 6 10 Π 12 13 14 15 16 17 18 13

42300200

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DETECTABLE WARNINGS

INCIDENTAL HOT-MIX ASPHALT SURFACING

BITUMINOUS MATERIALS (TACK COAT)

40603310 40800029 40800050 PORTLAND CEMENT CONCRETE DRIVEWAY

COVER SHEET

SUMMARY OF QUANTITIES, STANDARDS, INDEX OF SHEETS 11 PROPOSED TYPICAL SECTIONS 7 EXISTING TYPICAL SECTIONS 55 IDOT STANDARDS GENERAL NOTES 16 SCHEDULES STRIP MAP 20 DETAILS

44000152	HOT-MIX ASPHALT SURFACE REMOVAL. 3/4"	SQ YD	71,653		
HOT	HOT-MIX ASPHALT SURFACE REMOVAL, 1-1/2""	SQ YD	7,055	↔	
DRIV	DRIVEWAY PAVEMENT REMOVAL	SQ YD	42	7	
GUT	GUTTER REMOVAL	FOOT	112	m	
SIDE	SIDEWALK REMOVAL	SQFT	733	4	
AGC	AGGREGATE WEDGE SHOULDERS TYPE B	TON	1,690	, ∞	
ΜĀ	MANHOLES TO BE ADJUSTED	EACH	1	12 .	
8	CONCRETE GUTTER, TYPE A	F00T	112	17	
₹	MOBILIZATION	LSUM	1	18 -	
돐	SHORT TERM PAVEMENT MARKING	F00T	9,581	21 -	
돐	SHORT TERM PAVEMENT MARKING REMOVAL	SQFT	3,191		
PA	PAINT PAVEMENT MARKING - LINE 4"	FOOT	76,566		
RA	RAISED REFLECTIVE PAVEMENT MARKER	EACH	400		
R/	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	400		
분	PERMANENT SURVEY MARKERS TO BE ADUSTED	EACH	14		
TR	TRAFFIC CONTROL & PROTECTION, SPECIAL	ISUM	-		
8	A SPECIALTY ITEMS		6/8/2017		
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GENERAL NOTES

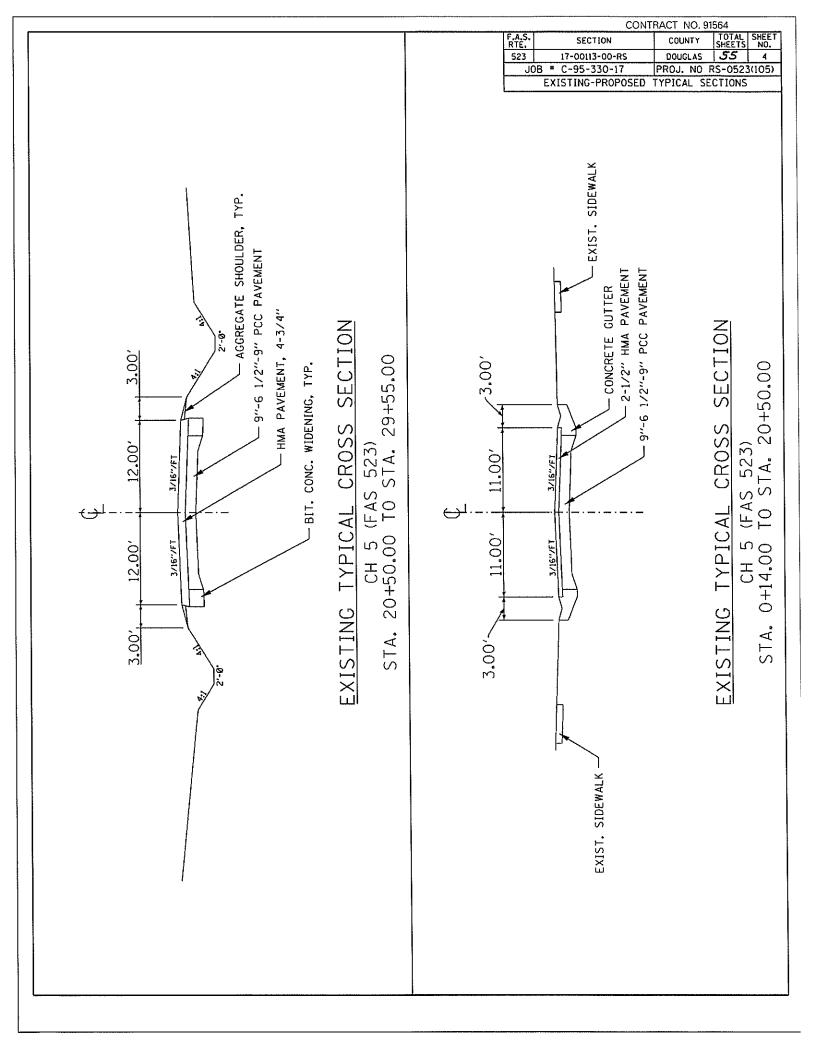
- ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE STATE OF ILLINOIS "STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION, ADOPTED April 1, 2016", THESE PLANS AND THE SPECIAL PROVISIONS INCLUDED IN THE CONTRACT DOCUMENTS.
- WHERE SECTION OR SUB-SECTION MONUMENTS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED BEFORE SUCH MONUMENTS ARE REMOVED. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL PROPERTY MARKERS AND MONUMENTS UNTIL THE OWNER, AN AUTHORIZED SURVERYOR OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION
- THE QUANTITIES INCLUDED IN THE PLANS FOR HOT MIX ASPHALT RESURFACING ARE INTENDED TO GIVE THE COVERAGE SHOWN ON THE TYPICAL CROSS SECTIONS. IT IS NOT INTENDED TO INCREASE THE THICKNESS OF THE HOT-MIX ASPHALT MIXTURE IN ORDER TO USE ALL OF THE QUANTITIES INCLUDED IN THE CONTRACT. er.
- SHORT TERM PAVEMENT MARKING SHALL BE APPLIED TO THE PAVEMENT AFTER ANY OF THE FOLLOWING: COLD MILLING AND/OR PLACING BITUMINOUS MATERIALS (PRIME COAT), LEVELING BINDER (MACHINE METHOD), BINDER AND SURFACE COURSES. SHORT TERM PAVEMENT MARKING PLACED ON THE SURFACE, SHALL COINCIDE WITH THE FINAL PAVEMENT STRIPING. SHORT TERM PAVEMENT MARKING PLACED PRIOR TO THE SURFACE SHALL COINCIDE WITH THE EXISTING PAVEMENT MARKINGS. USE 4 FEET PER 40 FEET (OR 10% PER STATION). ্ ব
 - ALL EXCAVATED SOIL FROM THE GUTTER, TYPE A REPLACEMENT AS SHOWN ON THE PLANS SHALL BE USED AS FILL ANT ADDITIONAL TOPSOIL NEEDED TO BACKFILL BEHIND THE NEWELY CONSTRUCTED GUTTER, TYPE A SHALL BE OBTAINED FROM STOCKPILE LOCATED AT THE NEWMAN TOWNSHIP SHED LOCATED IN NEWMAN ILLINOIS. LOADING, TRANSPORTATION, AND PLACEMENT OF THE TOPSOIL SHALL NOT BE PAID FOR SEPERATELY BUT SHALL BE INCLUDED IN THE COST OF CONCRETE GUTTER, TYPE A (FOOT) AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED. . ت
- THE CONTRACTOR SHALL REPAIR AND SEED ALL DISTURBED EARTH SURFACES WITHIN THE RIGHT-OF-WAY AS DIRECTED BY THE ENGINEER, THIS WORK SHALL NOT BE PAID FOR SEPERATELY BUT SHALL BE INCLUDED IN THE COST OF OTHER CONTRACT . ف
- ALL LEVELING BINDER OR BINDER SHALL BE GIVEN A FOG COAT OF PRIME, AS PER THE STANDARD SPECIFICATIONS, BEFORE THE SURFACE COURSE IS PLACED WHEN DIRECTED BY THE ENGINEER.

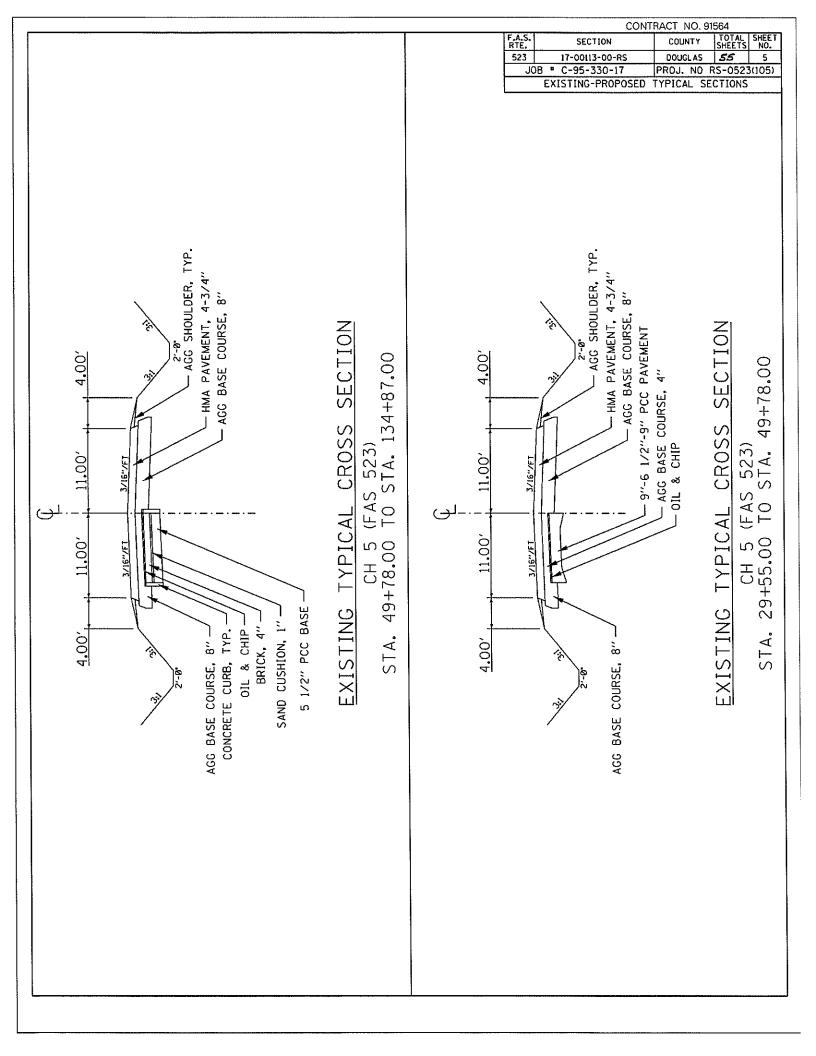
F.A.S. RTE.

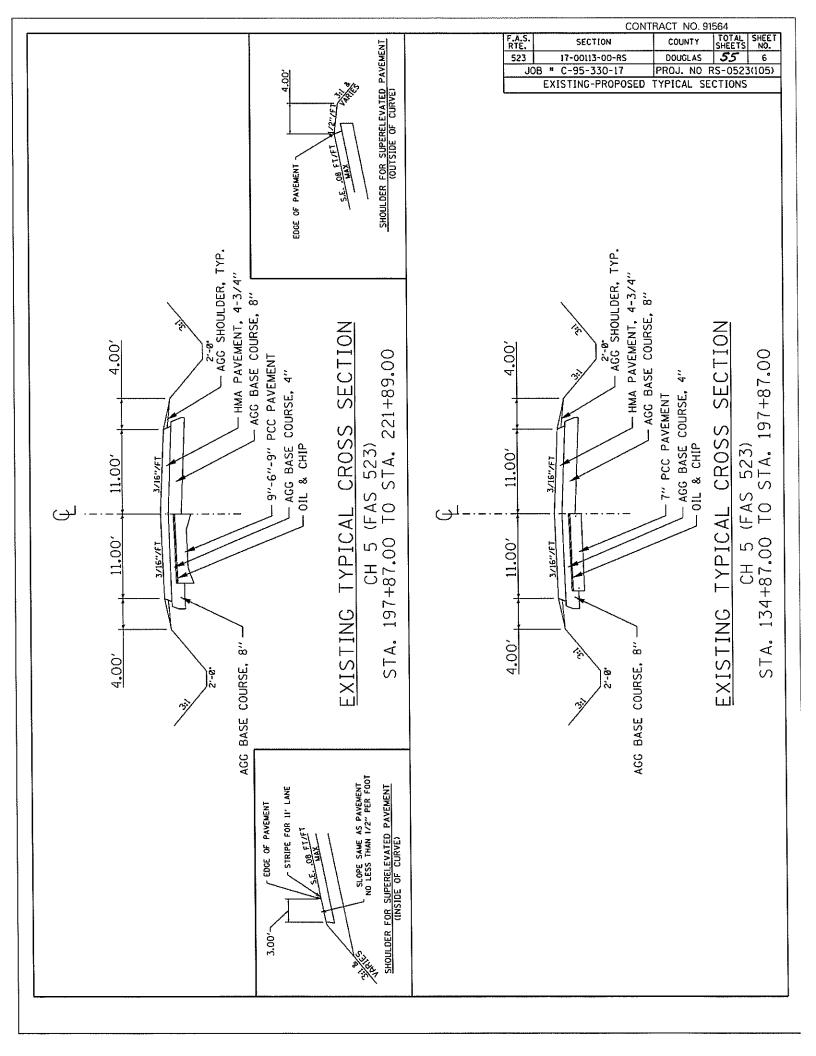
- CONSTRUCTION STAKING SHALL BE PERFORMED BY DOUGLAS COUNTY FORCES. THE CONTRACTOR SHALL GIVE 48 HOURS NOTICE TO THE ENGINEER AS TO THE LOCATIONS AND WORK ITEM THAT IS NEEDED LAYED OUT. ∞
- RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE PLACED IN ACCORDANCE WITH STANDARD 781001-04, AND THE DETAILS SHOWN IN THE PLANS. IF THERE IS ANY DISCREPANCY BETWEEN THE STANDARD AND THE DETAILS IN THE PLANS, THE DETAILS IN THE PLANS SHALL GOVERN. THE FINAL PAVEMENT MARKINGS SHALL BE IN PLACE PRIOR TO PLACING THE RAISED REFLECTIVE PAVEMENT MARKERS AND THE RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE PLACED MIDWAY IN THE 30 FOOT (9 m) SPACE BETWEEN THE DASHED CENTERLINE STRIPES (WHEN APPLICABLE). . ص
 - 10.SAW CUTS, RE-BAR TIE BARS, AND DRILLING FOR TIE BARS REQUIRED FOR CONCRETE GUTTER TYP A AND PCC DRIVEWAY(6INCH) SHALL NOT BE PAID FOR SEPARETLY BUT SHALL BE INCLUDED IN THE COST OF THE GUTTER AND DRIVEWAY ITEMS AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
- 11. THE FOLLOWING RATES OF APPLICATION HAVE BEEN USED IN CALCULATING PLAN QUANTITIES:

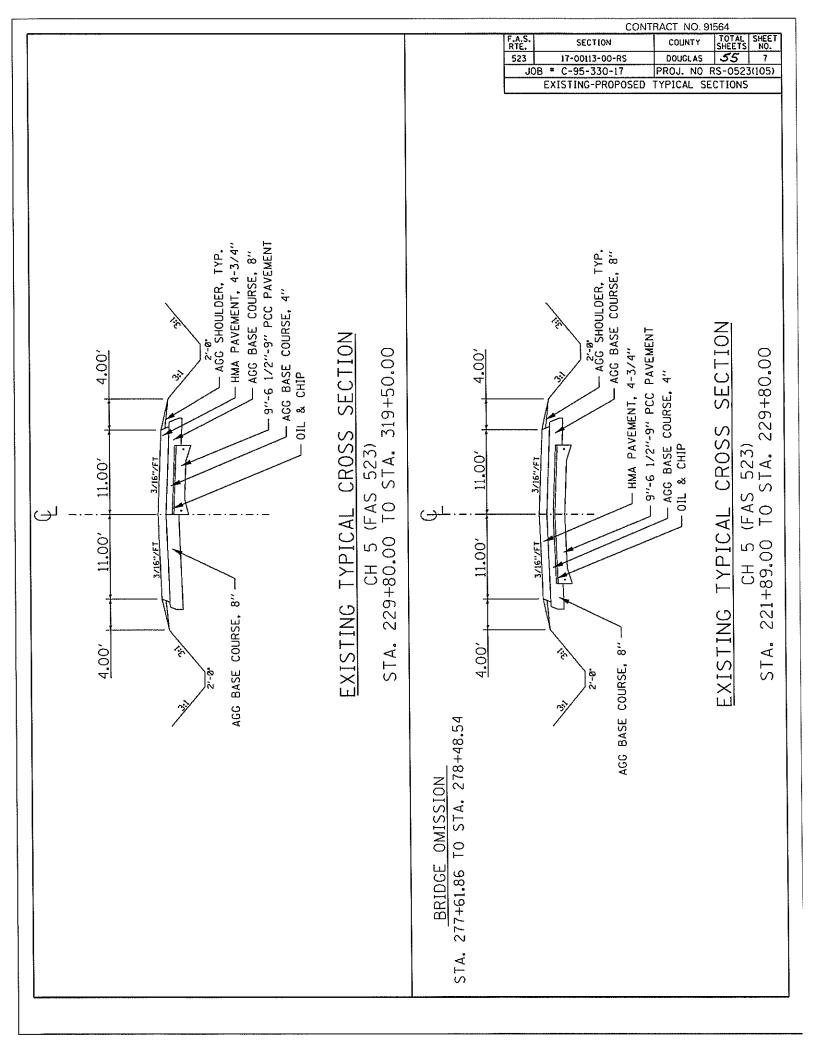
AGGREGATE MATERIALS

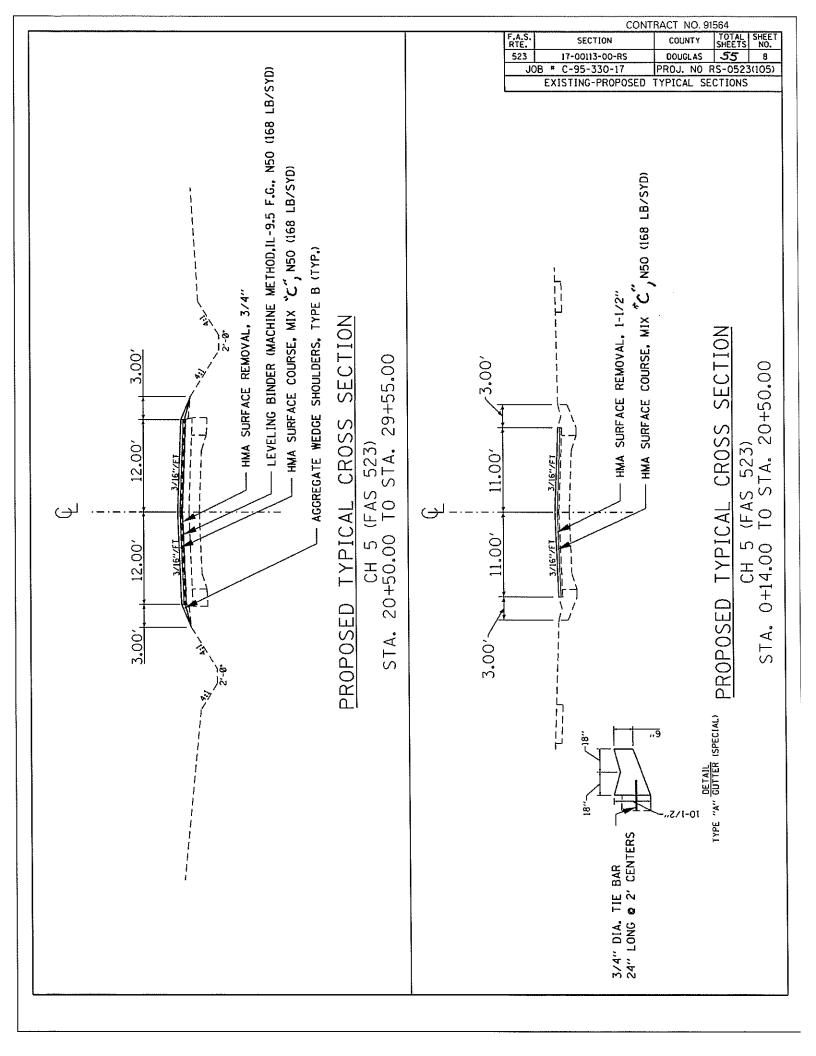
2.1 TON/CU YD 112 LB/SQ YD/INCH

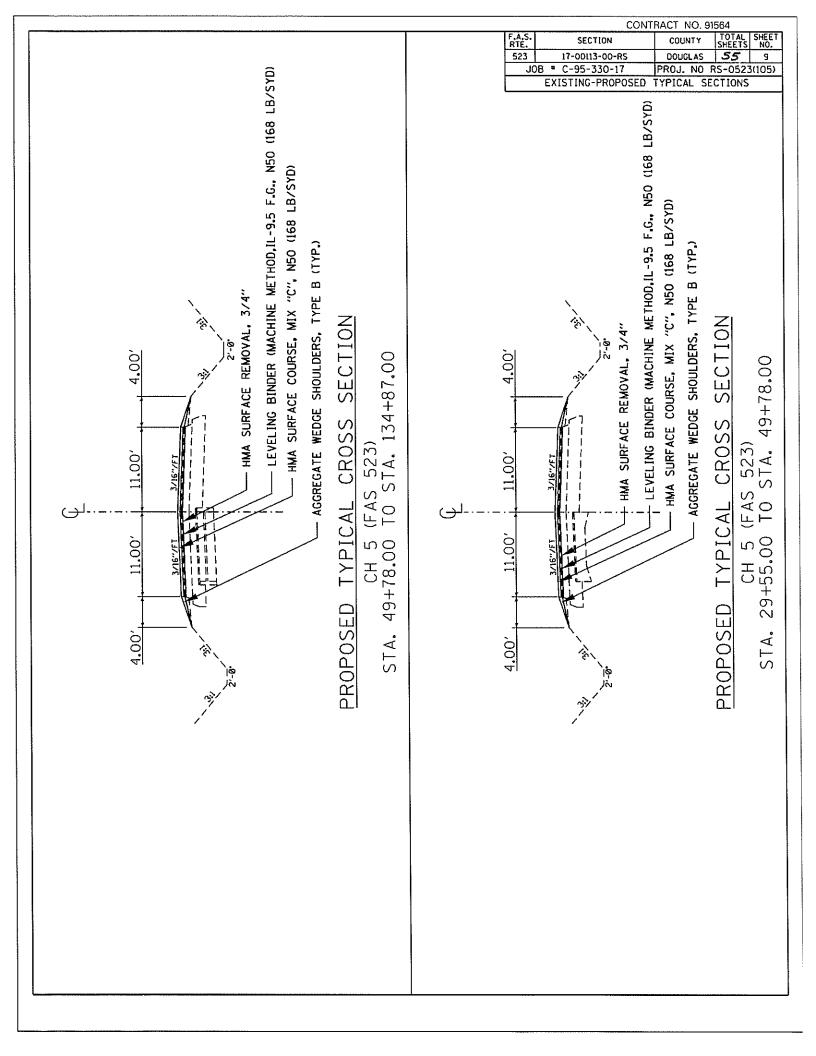


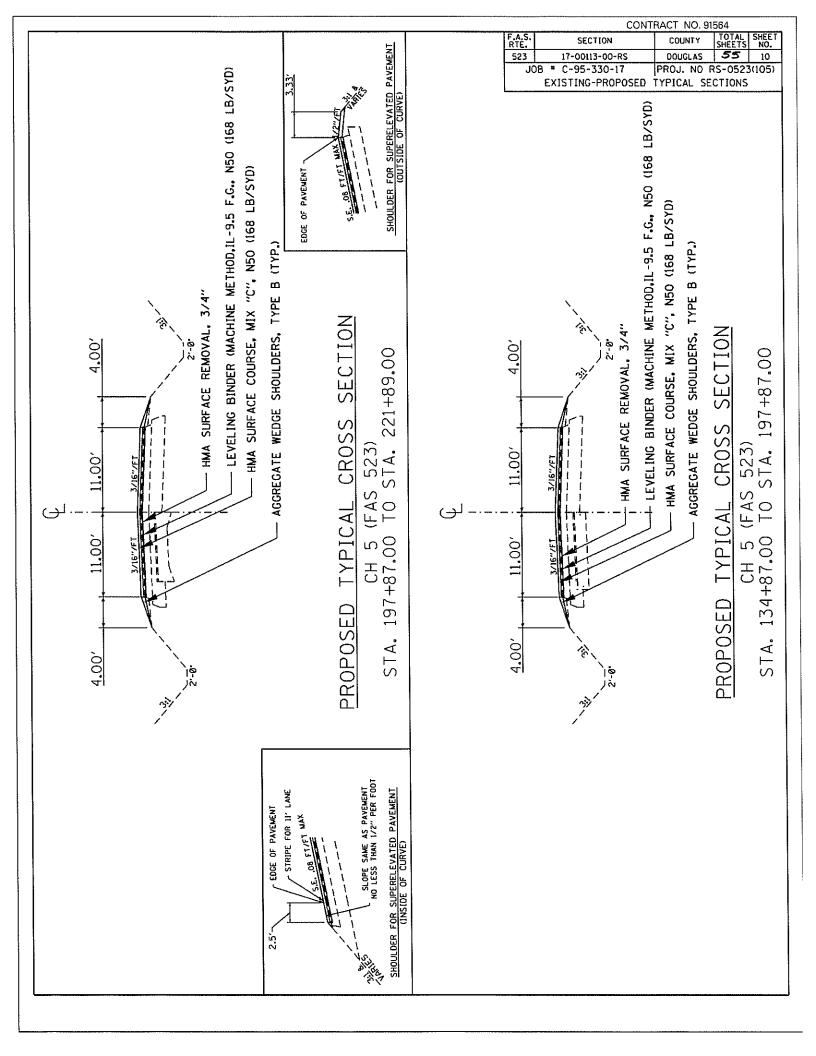


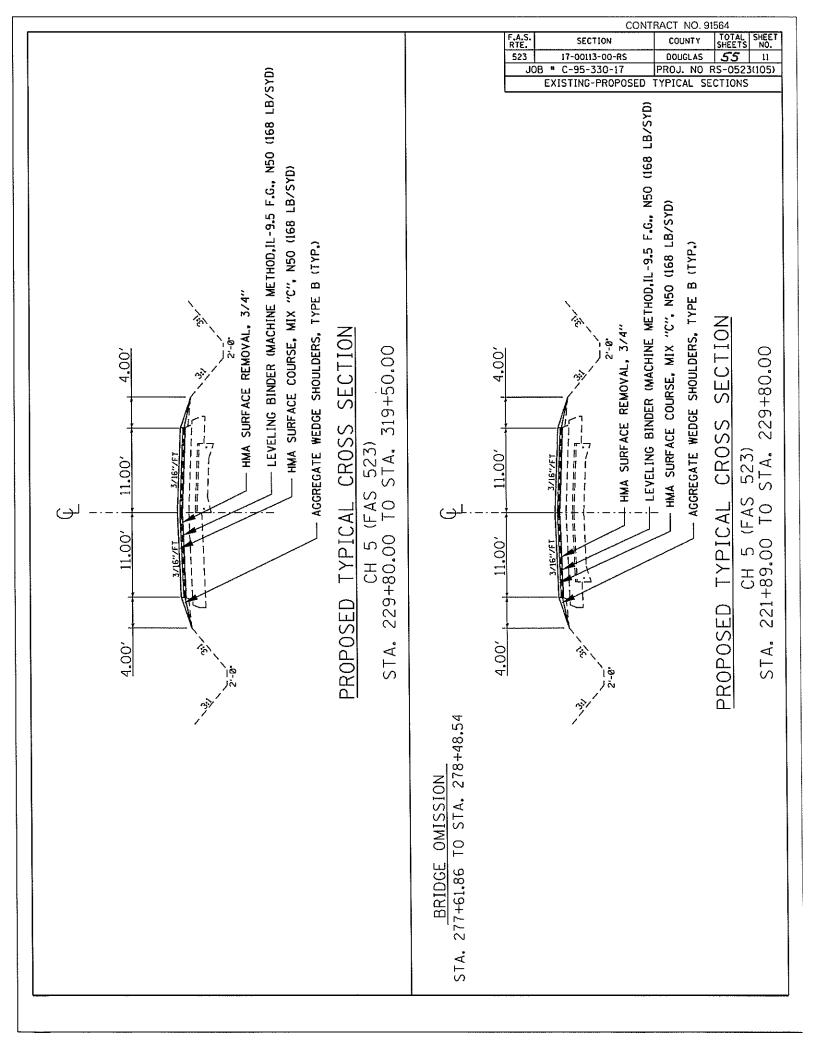












CUNTRACT NO 91564

	CO	MIRACI NO 9	1564	
F.A.S. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
523	17-00113-00-RS	DOUGLAS	55	12
JOE	B * C-95-330-17	PROJ. NO I	35-0523	(105)
	SCH	EDULES		

				PAVEMENT SCHEDULE	HEDULE			
	Lucius III			17-00113-00-RS	0-RS			
			40600290	40600627	40603310	44000152	44000155	48102100
								AGGREGATE
				LEVEL BINDER	HMA SURFACE	HMA SURFACE	HMA SURFACE	WEDGE
			BITUMINOUS MATL	(MACHINE METHOD)	COURSE	REMOVAL	REMOVAL	SHOULDERS
		AREA	(TACK COAT)	IL 9.5 F.G., N50	MIX "C" N50	3/4"	1-1/2"	TYPEB
STATION	STATION	(SQ.FT)	(POUND)	(TON)	(TON)	(SQ YD)	(SQ YD)	(LON)
0+1400	29+00 00	63492	4.761.90		592.59		7,054.67	
29+00 00	197+00 00	369600	27,720.00	3.449.60	3,449 60	41,066.67		980.00
197+00 00	198+00 19	2354 465	176.58	21.98	21.98	261.61		5.84
198+00 19	202+71 95	11794	884.55	110.08	110.08	1,310.44		27.52
202+71 95	203+72 00	2351.175	176.34	21.94	21.94	261.24		584
203+72 00	277+61 59	162570 98	12,192.82	1,517.33	1,517,33	18,063,44		431.06
278+48.27	319+50.00	90238.06	6,767.85	842.22	842 22	10.026.45		239.27
		SUBTOTAL	52.680 05	5,963.15	6,555.74	70,989.85	7.054.67	1,689.53
	OL	TOTAL QUANTITY	52.681	5,964	6.556	70,990	7,055	1,690
PREPARED BY: JEC	JEC)				A DEPUTATION OF THE PARTY OF TH		III AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA	5/12/2017

PAVEMENT MARKING SCHEDULE	17-00113-00-RS	7030010 70300150 78300110 78100100 78300200 78300200	SHORT TERM PAINT PAINT RAISED	PAVEMENT MARKING-LINE 4" REFLECTIVE PAVEMENT RE	MARKING REMOVAL WHITE YELLOW MARKER MARK	(SQ FT) (FOOT)	865.5 288.2 5.770.00 36.06 36.06	5.040.0 1.678.3 33.600.00 6.720.00 210.00 210.00		1,156.6	9.580.5 3.190.3 63.870.0 12.695.2 399.2 399.2	9,581 3,191 76,566 400 400	5.12/2017
	- Avenue	70300100 70300150	×		MARKING MARKING REM			,					
	The state of the s					STATION	29+00 00	197+00 00	203+22 00	319+50.00	SUBTOTAL	TOTAL QUANTITY	A Annua
		APPLANT				STATION	0+15.00	20+00 00	107+00 00	203+72 00			PREPARED BY: JEC CHECKED BY: GD

	CON	TRACT NO. 91	564	
F.A.S. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
523	17-00113-00-RS	DOUGLAS	55	13
JOB	# C-95-330-17	PROJ. NO F	35-0523	3(105)
	SCHE	DULES		

						STATION	RT 1+25	LT 9+17	RT. 9+28	RT 13+29	RT.16+93	RT. 19+31	***************************************			PREPARED BY: JK	CHECKED BY: GD		•				******	****				
		42400800		DETECTABLE	WARNINGS	(SQ FT)	10.00	30.00	32.00	10.00	26.00	10.00	18.00	8.00	10.00	30.00	10.00	10.00	8.00	8.00	16.00	8.00	8.00		252.00	252.00		5/3/2017
EDULE	RS		PORTLAND	CONCRETE	SIDEWALK 4 INCH	(SQ FT)	84.75	65.50	80.00	40.25	52.50	38.50	56.10	16.00	27.75	60.16	20.00	38.00	36.50	17.80	49.60	16.00	32.60		732.01	733.00		The second secon
SIDEWALK SCHEDULE	17-00113-00-RS	44000600		7 Islando	SIDEWALK	(SQ FT)	84.75	65.50	80.00	40.25	52.50	38.50	56.10	16.00	27.75	60.16	20.00	38.00	36.50	17.80	49.60	16.00	32.60		732.01	733.00		
					AREA	(SO FT)	84.75	65.5	- 80	40.25	52.5	38.5	56.1	16	27.75	60.16	20	38	36.5	17.8	49.6	16	32.60		SUBTOTAL	TOTAL QUANTITY	JEC	0
						LOCATION	SW Vanderen	NW Vanderen	NE Vanderen	SW Siller	NW Siller	SW Gillogv	NW Gillogly	E Gillogly	SW Shute	NW Shute	E Shute	SW Low	NW Low	SE Gage	NE Gage	W Gage	SW High			TOT	PREPARED BY JEC	CHECKED BY: GD

CONCRETE GUTTER, TYPE A (FOOT)

GUTTER REMOVAL

(F00T)

(FOOT)

STATION

48.5

48.50 7.00 5.50 34.00 7.00

48.50 7.00 5.50 34.00 7.00

35.5

RT. 1+73.5 LT. 9+24 RT. 9+33.5 RT. 13+63 RT. 17+00

5

RT. 19+41

5/3/2017

112.00

112.00 112.00

SUBTOTAL TOTAL QUANTITY

60602500

44000400

GUTTER SCHEDULE 17-00113-00-RS

SURVEY	SURVEY MARKER SCHEDULE
1	17-00113-00-RS
	X6670107
	MARKER TO BE ADJUSTED
STATION	(EACH)
29+18.75	Į
55+56.13	
81+97.00	Ţ
108+49.79	Ţ
134+87.58	Ţ
161+32.65	
187+87.24	Ţ
238+46.50	T
238+49.17	
264+89.27	Ţ
264+91,26	
291+37.17	
291+39.13	
317+85.59	
TOTAL	14
PREP BY: JEC	
CHECK BY: GD	5/3/2017

DRIVEWAY SCHEDULE	17-00113-00-RS	42300200 44000200	PORTLAND	CEMENT CONCRETE DRIVEWAY	DRIVEWAY PAVEMENT	AREA PAVEMENT, 6 INCH REMOVAL	(SQ YD) (SQ YD) (SQ YD)	 8+92.5 255.1 28.34 28.34	5+37.5 75.95 8.44 8.44	17+11 46.45 5.16 5.16	The state of the s	SUBTOTAL 41.94 41.94	TOTAL QUANTITY 42.00 42.00		E12/2017
DRIVEW	17-00					AREA	STATION (SQ FT)	 LT.8+92.5 255.1	LT. 15+37.5 75.95	RT 17+11 46.45		SUBTOT	TOTAL QUANT	O	
							STATION	LT.8+70	LT, 15+29	RT. 17+00				PREPARED BY: JEC	טייאס טוויט

				INCIDENTIAL TIMES SOUTH ACTION SOUTH DOCK		
			17-0	17-00113-00-RS		
				40800050 INCIDENTAL HMA	4080029 BITUMINOUS MATL	44000152 HMA SURFACE
30	10/11	, ,	AREA	SURFACING	(TACK COAT)	REMOVAL, 3/4"
SIAIIUN	LI/KI	7) ISC	(NOI)	rouini	(34,10)
20+50.0	R	PE	210	2.94	10.50	
21+20.8	RT	PE	340	4.76	17.00	
21+42.0	11	MB	150	2.10	7.50	
22+23.2	RT	PE	210	2.94	10.50	
24+60.3	RT	PE	210	2.94	10.50	
25+38.0	11	MB	150	2.10	7.50	
27+26.1	LI	PE	230	3.22	11.50	
28+00.0	Л	MB	150	2.10	7.50	
28+21.8	L	Эd	230	3.22	11.50	
29+17.7	11	SIDE ROAD	1400	19.60	70.00	45.00
29+19.7	RT	SIDE ROAD	1600	22.40	80,00	50.00
41+59.3	L1	ЬE	250	3,50	12.50	
43+34.2	ΔT	PE	210	2.94	10.50	
43+52.0		MB	150	2,10	7.50	
43+68.5	LL	PE	250	3.50	12.50	
45+58.4	П	H	220	3.08	11.00	
46+43.2	LT) bE	240	3,36	12.00	
47+10.0	IJ	MB	150	2.10	7.50	
47+45.8	П	3d	290	4.06	14.50	
49+05.0	RT	ш	144	2.02	7.20	
49+20.0	11	ЬE	250	3.50	12.50	
49+25.0	11	MB	150	2.10	7.50	
50+47.6	17	FE	144	2.02	7.20	
59+47.0	11	PE	290	4.06	14.50	
0.69+89	H	11	144	2.02	7.20	
					000	100
	SUBI	SUBTOTAL		108.6/	388.10	95.00
				109	389	95
PREPARED BY: JEC	EC					1 2 3

CONTRACT NO. 91564

F.A.S. SECTION COUNTY SHEETS NO.
523 17-00113-00-RS DOUGLAS 55 15

JOB * C-95-330-17 PROJ. NO RS-0523(105)

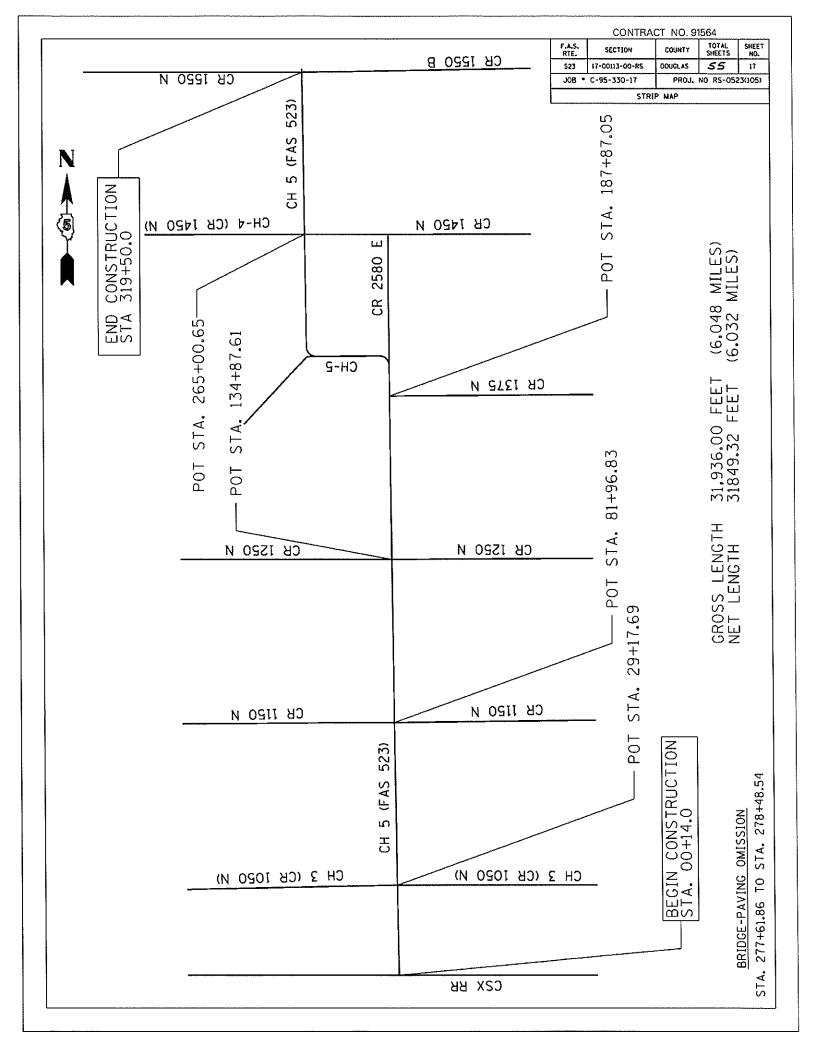
SCHEDULES

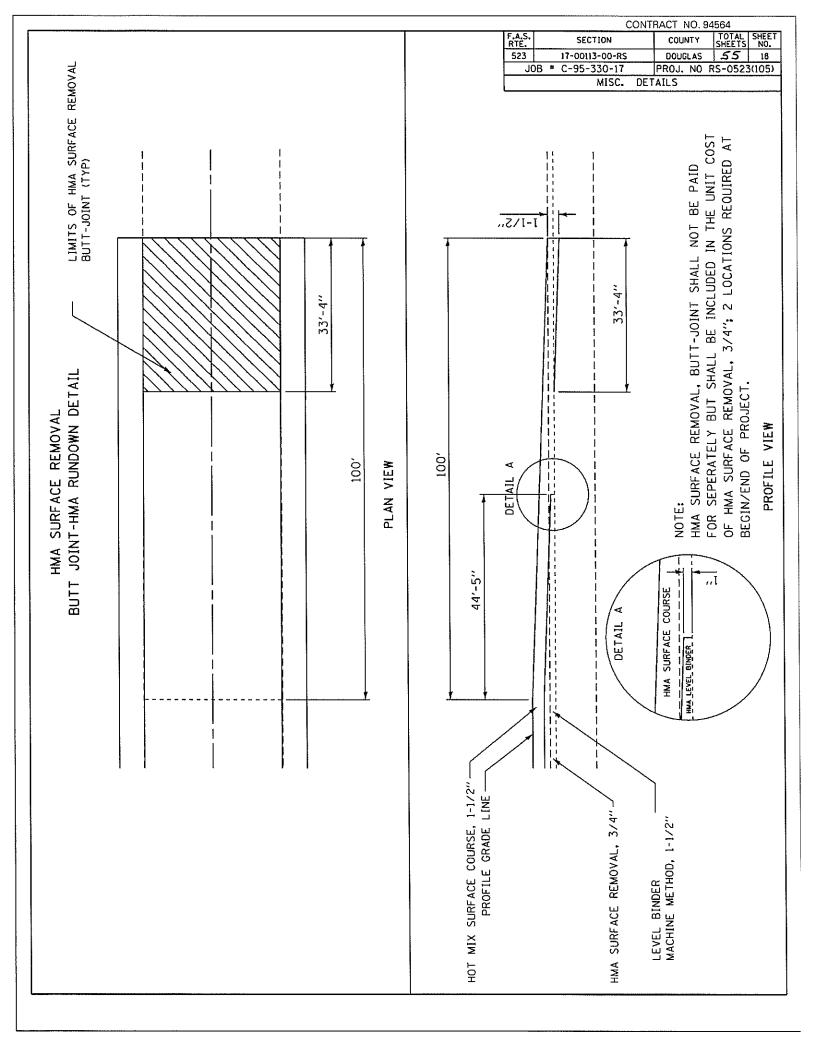
			17.0	17-00113-00-RS		
				40800050	4080029	44000152
			ARFA	INCIDENTAL HMA SURFACING	BITUMINOUS MATE (TACK COAT)	HMA SURFACE REMOVAL, 3/4"
STATION	LT/RT	TYPE	(L S)	(LON)	(dNnod)	(SQ YD)
	FROMS	FROM SHEET #1		109.00	389.00	95.00
68+73.4	RT	3	144	2.02	7.20	
81+96.8	IJ	SIDE ROAD	1000	14.00	50.00	33.00
81+96.8	Æ	SIDE ROAD	1000	14.00	50.00	33.00
95+42.0	RT	3d	260	3,64	13.00	
96+60.5	R	PE	250	3.50	12.50	11.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1
96+74.0		ш.	144	2.02	7.20	
97+54.0	٥	丑	144	2.02	7.20	
107+00.0		표	144	2.02	7.20	
107+35.5	RT	FE	186	2.60	9.30	
108+60.2	RT	3	144	2.02	7.20	
121+47.0		出	144	2,02	7.20	***************************************
134+87.6	<u> </u>	SIDE ROAD	1000	14.00	50.00	33.00
134+87.6	FI	SIDE ROAD	1000	14,00	50.00	33.00
146+59.0	F.F.	된	144	2.02	7.20	
149+05.0	RT	MB	150	2.10	7.50	
149+31.0	Æ	ЪЕ	330	4.62	16.50	
153+60.0	RT	þE	210	2.94	10.50	
153+88.0	R	MB	150	2.10	7.50	
155+27.0	RT	PE	250	3,50	12,50	
162+60.0	RT	PE	250	3.50	12.50	
162+75.0	™	MB	150	2.10	7.50	
170+50.0	ij	크	144	2.02	7.20	
170+50.0	RT	PE	210	2.94	10.50	
170+80.0	RT	MB	150	2.10	7.50	
171+11.0	RT	PE	210	2.94	10.50	
	SUBI	SUBTOTAL	***************************************	219.71	784.40	227.00
				220	785	727
PREPARED BY: JEC						7,100,01

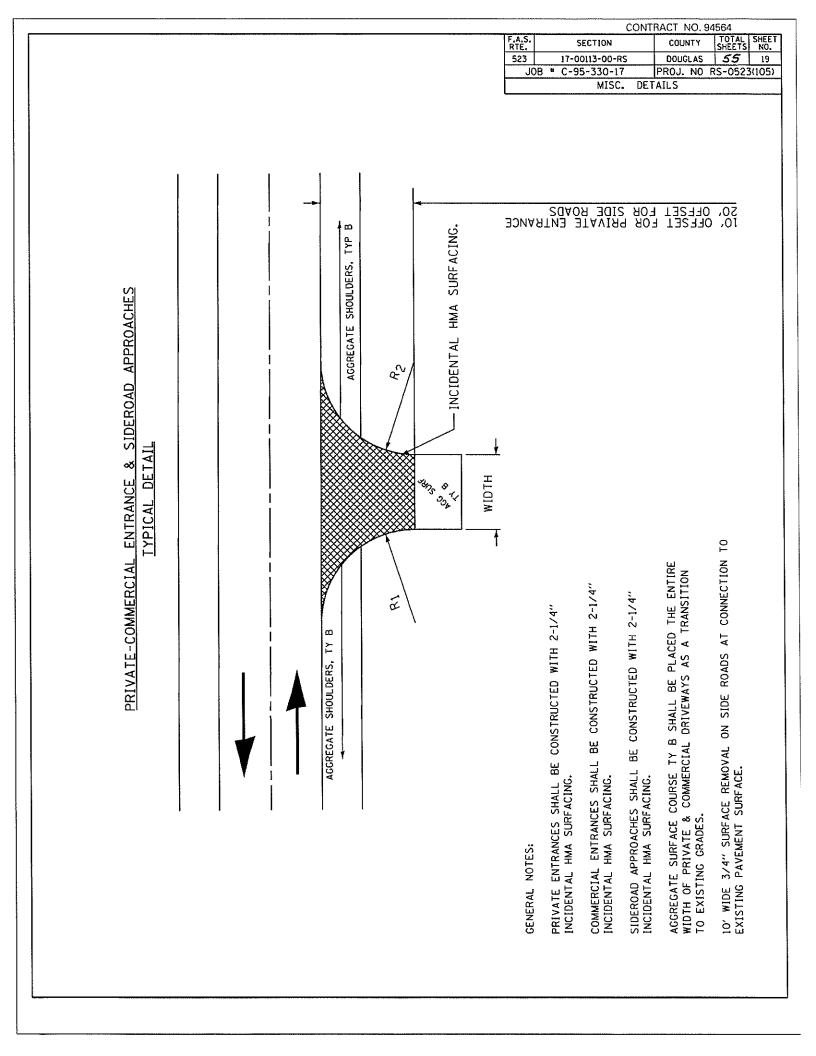
CONTRACT NO. 91564

	00:11:		100 1	
F.A.S. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
523	17-00113-00-RS	DOUGLAS	55	16
JC	OB # C-95-330-17	PROJ. NO	RS-0523	3(105)
	SCHEDI	ULES		

-		2	UIDENIAL TIME	INCIDENTAL MINA SUNTACING SCHEDULE	A COMPANY	
			1/-0	1/-U0113-U0-KS		
				40800050 INCIDENTAL HMA	4080029 BITUMINOUS MATL	44000152 HMA SURFACE
			AREA	SURFACING	(TACK COAT)	REMOVAL, 3/4"
STATION	LT/RT	TYPE	(Sft)	(NOT)	(POUND)	(SQ YD)
	FROM	FROM SHEET #2		220.00	785.00	227.00
185+17.0	RT	3 4	144	2.02	7.20	
186+55.0	RT	ЬE	210	2.94	10.50	
186+79.0	RT	MB	150	2,10	7.50	
187+87.0	RT	SIDE ROAD	1000	14.00	50.00	33.00
197+30.0	בן	ш	144	2.02	7.20	
198+50,0	RT	SIDE ROAD	1650	23.10	82.50	62.00
200+00.0	R	SIDE ROAD	1600	22.40	80.00	67.00
222+60.0	RT	PE	250	3.50	12.50	
224+00.0	5	SIDE ROAD	1500	21.00	75.00	62.00
227+20.0	L	SIDE ROAD	1700	23.80	85.00	68.00
231+52.0	RT	PE	250	3,50	12.50	
234+55.0	RT	PE	230	3,22	11.50	
238+53.0	П	HE	144	2,02	7.20	
251+45.0	RT	FE	144	2,02	7.20	
264+95.0	ם	SIDE ROAD	1200	16.80	90.09	39.00
265+00.7	RT	SIDE ROAD	1200	16.80	90.09	39.00
272+00.0	h	FE	144	2.02	7.20	
278+83.0	H	11	144	2.02	7.20	
291+20.0	RT	FE	186	2.60	9.30	
304+37.0	RT	H	186	2.60	9.30	
304+50.0	h	FE	186	2.60	9.30	
309+53.0	LI	HE.	186	2.60	9.30	
310+38.0	LT	PE	210	2.94	10.50	
310+65.0	L	MB	150	2.10	7.50	
317+85.0	IJ	SIDE ROAD	1000	14.00	50.00	33.00
317+85.0	RT	SIDE ROAD	1000	14.00	50.00	33.00
	SUB	SUBTOTAL		428.71	1530.40	663.00
				429	1531	663
PREPARED BY: JEC	EC					
CHECKED RV-GD						E /27.70.11 /







		C	ONI	RACT NO. 9	94564	
F.A.S. RTE.		SECTION		COUNTY	TOTAL SHEETS	SHEET NO.
523		17-0011 2- 00-RS		DOUGLAS	55	20
J)B 1	* C-95-330 - 17		PROJ. NO	RS-0523	3(105)
		MISC.	DE 1	AILS		

	5.0′	ACCRECATE SHOULDERS, TY B	INCIDENTAL HMA SLIREACING	
			ARUS DOA	WIDTH
	2.0.	AGGREGATE SHOULDERS, TY B		,0°S

FIELD ENTRANCE TYPICAL DETAIL

GENERAL NOTES:

FIELD ENTRANCES SHALL BE CONSTRUCTED WITH 3" INCIDENTAL HMA SURFACING.

A 5.0 FOOT AGGREGATE SURFACE COURSE TY B WEDGE SHALL BE PLACED THE ENTIRE WIDTH OF FIELD ENTRANCE AS A TRANSITION TO EXISTING GRADES.

STD STANDARD SBI STATE BOND ISSUE SR STATE ROLLE	STA	STOCK STOCK STATE DEAM SURROUNIL			STR	0	NI S.E. KUN, SUPERELEVALION KUNUPP LENGTH						TELEPHONE POLE			TO TO STEND	TAB TO BE REMOVED	7B2	d#1	æ 1:		ISC TRAFFIC SYSTEMS CENTER			NAUT NAT	_	TYP TYPICAL		USGS U.S. GEOLOGICAL SURVEY				VV VALVE VAUL			¥.		VPC VERTICAL POINT OF CURVATURE				Z.		WILDFL WILDFLOWERS	HICHELS OF	
PEGESTAL POINT POINT OF CURVATURE	POINT OF INTERSECTION OF HORIZONTAL	CURYE OF SEVERE CLIEVE	POINT OF TANGENCY			PORTLAND CEMENT CONCRETE	POWER POLE OR PRINCIPAL POL		CONTRACT CASTANCE				PROPERTY LINE	PROPOSED	RADIUS		REFERENCE POINT STAKE		REINFORCED CONCRETE CULVERT PIPE			REMOVE CHOWN REPLACEMENT				RIGHT-OF-Way				SANITARY SEWER		SEEDING					SIGNAL	SODDING	SOLID MEDIAN	SOUTHERST	SPECIAL	SPECIAL DITCH	T SOUARE FEET			
8 Y 8	त	200	ā	POT	POLYETH	2	a d	2 .	21.000	Ğ	PROJ	P.C.	ਛ ¦	æ	œ 8	ž	c d	REF	RCCP	REINF	A S	, i	REST	RESURF	F .	308	8	RDWY	RTE	ANA N	SEC	SEEO	SHAP	ž n	G #5	AS.	SIG	200	3.0	9 5	48	. 6	SO FI	2 11	2 HIE	200
HD HEADWALL HDW HEADWALL HDITY HEAVY DITY	ho HECTARE		7		IL ILLINOIS		⋖	INC. INC.		INV INVERT		-		kg KILOGRAM	km Kiloweter		LANE - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	LP LIGHT POLE		LE LINEAL FEET OR LINEAR FEET		LC LONG CHORD	L SUM LUMP SUM	MACH MACHINE			MED MEDIAN		METH METHOD	M MID-ORDINALE	¥10	:	MBH MOBILE HOME	MODIFIED TAX	ME AC NAME & BOTTLE CAP	N & C NAIL & CAP		NOAA NATIONAL OCEANIC ATMOSPHERIC		NC NORMAL CROWN		NO MODERNAM				TAMEN TAVEMENT
	DEGREE OF CURVE				DOMESTIC	DOUBLE				DRIVEWAY	DUCT	EACH			EDGE TO CENTERLINE		ELEVATION	FKCACATION		EXPRESSWAY				FEDERAL AID INTERSTATE		200	FEDERAL ALD URBAN SELUNDANI FENCE POST		FIRE HYDRANT	FLOW LINE	NOTING TOUR		FRAME & CRATE	FREEWAY	CALLON			. w			CRAVEL		ii.		HANDHOLE	HATCHING
6 79 2012	608	2 5		OIST	МОО	086	OSEL	OSF!	šě	280	100	ΕÀ	68	EOP	다.	ψ ii	Curo	E CX	X	EXPWAY	шп	w u	4	Ā	FAP	FAS	SOAT	H.	Ŧ.	٤.	PČ	9	FRG	FRWAY	CAL.		ğ	ð	CRAN	8	GRVL	0 t	38	:5	Ŧ	H¥1CH
ABOVE ACCESS CONTROL ACRE	ADJUST	ACCRECATE	AHEAD	APARTMENT	ASPHALT	AUXIL [ARY	AUXILIARY GAS VALVE (SERVICE)	AVENUE	AXIS UP RUIAIIUN	BACK TO BACK	BACKPLATE	BARN	BARRICADE	BEGIN	BENCHMARK	BINDER	BITUMINOUS	BOLLOW BOLL EVARD	BRICK	BUFFALO BOX	BUILDING	CIP CAST (RON PIPE		CENTERLINE OR CLEARANCE	CENTERLINE TO EDGE	CENTERLINE TO FACE	CENTERS	CHISELED	CITY STREET	CLAY PIPE	CLUSEU CLOSER - IO	COAT OR COURT	COMBINATION	COMMERCIAL BUILDING		CONC. CONCRETE		CONTINUOUS	CORNER	CORRUGATED	CORRUCATED METAL PIPE	COUNTY	COUNTY HIGHWAY	COURSE CBOSS SECTION	CUBIC METER	CUBIC MILLIMETER

STANDARD SYMBOLS,	ARREVIATIONS		AND PALIERNS	(Sheer 1 of 8)	CTANDARD ORDONI-05	
REVISIONS	1-1-11 Updated abbreviations	and symbols.		1-1-08 Updated abbreviations	and symbols.	
DATE	11-1-11			1-1-08		

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ADJUSTMENT ITEMS	뙤	ALIGNMENT ITEMS	趴	魠	CONTOUR ITEMS	ă	띪
Structure to Be Adjusted	ADJ	Boseline			Approx, Index Line		
Structure To Be Cleaned	_ا	Centerline Centerline Break Circle	0	 	Approx, intermediate Line		
Main Structure To Be Filled	FM	Baseline Symbol	æJ	₩	Intermediate Contour		
Structure To Be Filled	ш	Centerline Symbol	ه لا	ه ل⊖	DRAINAGE ITEMS Channel or Stream Line	EX	PR
Structure To Be Filled Special	FSP	Point Indicator	o	۰	Culvert Line	1 1 1 1 1 1	
Structure To Be Removed	R	Harizantal Curve Data (Half Size)	CURVE P.I. STA: O: D: R:	CURVE P.I. STA7 Dr Dr Br	Grading & Shaping Ditches Drainage Boundary Line		
Structure To Be Reconstructed	REC		는 국업 9 년 2년 - 2년 2년		Poved Ditch		
Structure To Be Reconstructed Special	RSP		P.F. STAR	S.E. PLN: P.C. STA: P.T. STA:	Aggregate Oltch		
Frame and Grate To Be Adjusted	⋖	BOUNDARIES ITEMS Doshed Property Line	 	뙤	Pipe Underdrain Storm Sewer	4	
Frame and Lid To 8e Adjusted	ⅎ	Solid Property/Lot Line			Flowline	ᆔ	122 21
Domestic Service Box To Be Adjusted	$\langle \overline{\Psi} \rangle$	Section/Grant Line Quarter Section Line			Diton Check Headwall	ф I	+ (
Valve Vault To Be Adjus†ed	ⅎ	Quarter/Quarter Section Line			!nie+	0	1
Special Adjustment	(5)	County/Township Line	1 1		Manhole	0	•
ltem To Be Abandoned	AB AB	State Line Iron Pipe Found			Summit Roadway Ditch Flaw	† \$	\$
Itom To Be Moved	W	iron Pipe Set	•		S×cle	(+
item To Be Relocated	REL	Survey Marker	•		Cotch Bosin Colvert Fnd Section	> ∇	• •
Povement Removol and Repiacement		Property Line Symbol Same Ownership Symbol (Half Size)	۵ /۱		Water Surface Indicator		87 100 87 100 100 100 100 100 100 100 100 100 10
		Northwest Quarter Corner (Haif Size)			Riprop	STANDARD SYMBOLS	SAMBOLS
Islinos Decortment of Tronsportation Feb. 8250 Feb. 8250 Feb. 8250 Feb. 8250 Feb. 8250 Feb. 8250		Section Corner (Haif Size)				ABBREVIATIONS AND PATTERNS	ATIONS TTERNS
EDITINGER OF POLITY IND PRESENCES SEPROVED SEASON SAME 1. 2011		Southeast Owarter Corner (Haif Size)				STANDARD 000001-06	5

EX IN			1 2	27 - 17 - 17				4	⟨∙⟩	7		+	图		A				ABBREVIATIONS AND PATTERNS STANDARD 000001-06
ITEMS	(contd.)	Seeding Class 5	Seeding Class 7		Seedings Type 1	Seedings Type 2	Sodalno	Mowstake w/Sign	Tree Trunk Protection	Evergreen Tree		Shade Tree	LIGHTING	Duct	Conduit Electrical Aerial Cable	Electrical Buried Coble	Controller Underposs Luminaire	Power Pole	¥ 7
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NON-HIGHWAY IMPROVEMENT ITEMS	Noise Attn./Levee		Fleid Line	Fence	Base of Levee	Моївох	Multiple Malibaxes	Pay Telephone	Advertising Sign	LANDSCAPING ITEMS	Contour Mounding Line	Fence Fance Post	Shrubs	Perennial Plants	Seeding Class 2	Seeding Closs 2A	Seeding Class 4	Seeding Class 4 & 5 Combined	
<u>E</u>)	\$1000000000000000000000000000000000000			\	+	\Leftrightarrow		拼拼				* * * *	* * * * * * * * * * * * * * * * * * *	D D D D D D D D D D D D D D D D D D D			
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EROSION & SEDIMENT CONTROL ITEMS	Cleaning & Grading Limits	Dike	Erosion Control Fence	Perimeter Erosion Barrier	Temporary Fence	Ditch Check Temporary	Ditch Check Permanent	Inlet & Pipe Protection	Sediment Basın	Erosion Control Blanket	Fabric Formed Concrete Revetment Mot	Turf Reinforcement Mat	Mulch femporary	Mulch Method 1	Mulch Wethod 2 Stabilized	Mulch Method 3 Hydraulic			Fig. 19 The Condition of Transportation of Section 19 19 19 19 19 19 19 19 19 19 19 19 19

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	ᆈ								▽																			
	PAVEMENT MARKINGS	Bike Lane Symbol	Bike Lane Text	напајсор Ѕутро!	RR Crossing		Rolsed Marker Amber I May	Raised Marker Amber 2 Way	Raised Marker Crystai I Way	⊺wo ∦ay ĭurn Left	Snoulder Dlag, Pattern	Skip-Dash White	Skip-Dash Ye∦o₩	Stop Line	Solid Line	Dauble Centerline	Dotted Lines	CL 2Ln 2Way RRPM 12.2 m (40°) 0.0.	CL 2Ln 2WGy RRPM 80' (24.4 m) o.c.	CL Multilane Div. RRPM 40° (12.2 m) o.c.	CL Multilane Div. RRPM 80' (24,4 m) a.c.	CL Multiane Div. Obl. RRPM 80" (24,4 m) o.c.	CL Muitilane Undiv.	Two Way Turn Left Line				- Control of the Cont
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NITOTI	(contd.)	Point		אמחמשמופ	Heavy Duty Mandhole	Junction Box	Lont Unit Comb.		Electrical Graund	Traffic Flow Arrow	Hign Mast Pole (Haif Size)	(ignt Unit-)	PAVEMENT (MISC.)		Keyed Long, Joint	Keyed Long, Joint #/Tie Bars		Sawed Long, Joint w/Tie Bars	8ituminous Shoulder		Bituminous iaper	Stabilized Driveway	Widening	•	**************************************	ž =		APPOVED FAITSON 1. 2011

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RAILROAD ITEMS	Abandoned Rallroad	Rollroad	Raliroad Point	Cantrol Box	Crossing Gate	Flashing Signal	Raliroad Cant, Mast Arm	Crossbuck	REMOVAL ITEMS	Removal Tic	Bituminous Removal	Hatch Pottern	Tree Removal Single	RIGHT OF WAY ITEMS	Future ROW Corner Monument	ROW Marker	ROW Line	Easement	Jemporary Easement	
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SIGNING ITEMS (Contd.)	Roverso Left W1-4L (Half Size)		Reverse Right W1-4R (Haff Size)		Two Way Traffic Sign W6-3 (Half Size)		Detour Aneod #20-2(0) (Half Size)		Left Lane Closed Ahead #20-5L(0)	925	Right Lane Clased Ahead #20-58(0)	(HQ)¢ 5(26)	Road Clased Ahead W20-3(0)	(Half Size)	Road Construction Ahead W20-1-(0)		Single Lane Ahead (Half Size)		Transition Left W4-2L (Half Size)		Transition Right W4-2R (Holf Size)			
PR REPERENCE	⊲ α	1	•	_	. Idy	7 7 7 7 " " "					8	1	o		! _	ļ.	0	0	523) —		\bigcirc	\$	
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ROADWAY PROFILES	P.I. Indicator Point Indicator		Earthworks Balance Point	Begin Point	Vert, Curve Data		Oltch Profile Left Side	Oltch Profile Right Side	Roadway Profile Line Storm Sewer Profile Left Side	Storm Sewer Profile Right Side	SIGNING ITEMS		Cone, Orum or Barricade	Barricade Type II	<u>:</u>	Borricode iype III	Barricade With Edge Line	Flashing Light Sign	Ponets [Ponels II	Oirection of Traffic	Sign Flag (Half Size)	
E	——AC		-ı-AC-ı		æ									.E.		& & &			STA. 45+00					
XI	- ACAC	- ————— AC ——		,	鮖		<u></u>				4 1	n n n n n	6	-n-			ffice ×			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		107100	ISSUED	t 1 97
RIGHT OF WAY ITEMS (contd.)	Access Confroi Line	ROW	Line &	Excess ROW LINE	ROADWAY PLAN ITEMS	Cable Barrler	Concrete Barrier	Edge of Pavement	81+ Shoulders, Medians and C&C Line	Aggregate Shoulder	Sidewalks, Oriveways	Guardrail	Guardrail Post	Traffic Sign	Corrugated Median	Impact Attenuator	North Arrow with District Office (Hoff Size)		March Line	Slope Limit Line	Typical Cross-Section Line	contained to the contai	PASSED JOHNSTON 1. 2011	ENGINEER OF COSTON AND FINISHMENT 2011

EX	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	(P)	\hat{\begin{align*}		-j - j)				<u>के</u> स्ट	EX			The state of the s					STANDARD SYMBOLS,	ABBREVIATIONS AND PATTERNS	STANDARD 000001-06
TRAFFIC SHEET ITEMS	Cable Number	Left Turn Green	Left Turn Yellow		a cocycle on the control of the cont	Signol Section 8" (200 mm)	Signal Section 12" (300 mm)	Wak/Dan't Walk Letters	₩ak/Dar't Walk Symbois	TRAFFIC SIGNAL	Gaiv, Steel Conduit	Undergraund Cable	Defector Loop Lina	Detector toop Large	Detector Loop Small	Defector Loop Quadrapole				<u></u>
띪		ample fragin decision dem			•••••••••••															
쯰	1		***************************************																	
STRUCTURES ITEMS	Box Cuiver† Borrel	80x Cuvert Haadwall Bridge Pler	Bridge	Retaining Wall	Temporory Sheet Piling															
8		1	-161691	▲ capt 29	ON WAT	★ H-M	yen New 1 1.591	di √ (3)	d31 ↓131	da N 19	d ↑ Block	25 A.V.		<u> </u>			035013 045013	60.0 CO318 TO 1980 FREEE		
띪																				
SIGNING ITEMS (contd.)	One Way Arraw Lrg. Wl-6-(0) (Haif Size)	Two Way Arrow Large W1+7-(0) (Haif S12a)	Datour M4-10L-(0) (Half Size)	Detour M4-10R-(0) (Holf Size)	One Way Left R6-1L (Half Size)	One Way Right R6-iR (Haif Size)	Left Turn Lane R3-1100L (Half Size)	Koep Leff R4-TAL (Holf Size)	Keop Left R4-76L (Haif Size)	Keep Rignt R4-7AR (Half Size)	Keeb Right R4-78R (Holf Size)	Stop Here On Red RIO-6-AL	Size)	(Half Size)	No Left Turn R3-2 (Half Size)	No Right Turn R3-1 IKQIf SİzeJ	Rodd Closed R11-2 (Hdif Size)	Road Closed Thru Traffic R11-2 (Half SIze)	Allow Department of Tronsportation of Strong	ENGINEER IN POLICY AND PROCEDSRES APPROVED TOWNSTONE STANDARY IS 2011

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UTILITY ITEMS (contd.)	Traffic Signal	Traffic Signal Control Box	Water Weter	Moter Meter Valve Box	Profile Line	Aerial Power Line	VEGETATION ITEMS	2017177	Deciduans Tree	Bush or Shrub	Evergraen Tree	Stump	Orchard/Nursery Line	vegetation Line	Woods & Bush Line	WATER FEATURE ITEMS	Stream or Orainage Ditch	Waters Edge	₩ater Surface Indicator	Water Point	Disappearing Oltch	Marsh	Marsh/Swamp Boundary				
ABANDONED		3			O	*(-/				#I	I	8	>		ta	3	•	×	Θ		*			9		†	
	— CIV —	<u>ш</u>	F0]] 						鮖	Ø	Ø	α	Ť	Ø	П	0	и	O	т.	ф	0	۵	0	⊞	¢	
UNDERGROUND EX UTILITY ITEMS	Coble TVCTV	Electric Cobie ————————————————————————————————————	Fiber Optic F0 —	Gas Pipe 6 (6 I	Oil Pipe	Sanitary Sawer -)>>	Telephone Cable T	Water Pipe		UTILITIES ITEMS	Controller	Double Handhole	Fire Hydrant	GuyWire or Deadman Anchor	Hondhole	Heavy Duty Handhole	Junction Box	Light Pole	Monhole	Pipeline Warning Sign	Power Pole	Power Pole with Light	Sanitary Sewer Cleanaut	Splice Box Above Ground	Telephone Spilce Box Above Ground	Telephone Pole	
# !	***************************************			with a proper part of the second	•	ļ	•	Œ	0	6	ſ	Ø	8	囯	Б	€	₹	ŧ	Ÿ	ŧ	‡	•	Ö	Š			
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TRAFFIC SIGNAL ITEMS (contd.)	Detector Raceway		Aluminum Mast Arm	Steel Most Arm		Veh, Detector Magnetic	Conduit Spilce	Controller	Cultbox Junction	Wood Pate	Jemp, Signal Head	Handhale	Double Mandhate	Heavy Duty Handhole	Junction Box	Ped, Pushbutton Defector	Ped, Signal Head	Power Pole Service	Priority Veh. Detector	Signal Head	Signal Head #/Backplate	Signal Past	Closed Circuit IV	Video Detector System		101	ERGINGER OF POSITION AND PROCESSINES APPROVED ADMINISTRATING AND PROCESSINES APPROVED APPROVE

••••	1	=										
		12 (300		0.110 (755)	0.196	0,307	0.442	0.601	0.785	1,000	1.267	(3353)
		11 (275)		0.120	0.214	0,335	0,482	0,656	0.856	1.091	1,382	1,703
		10 (250)		0.132	0.235 (5!6)	0.368	0.530	0,721	0.942 (2040)	1.200	1.520 (3276)	1,873 (4024)
		9 (225)		0.147	0,261 (573)	0,409	0.589	0.801	1.047	1.333	1,689	2.081
		8/2 (215)	mm)	0.155	0,277	0,433	0,624	0.848 (1800)	1.108	1.412 (3000)	1,789	2.204 (4679)
		8 (200)		0.165	0.294	0,461 (995)	0.663	0.902	1.178	1,500	1.901	2.342
ô	12, (mm)	1/2 (190)	(METER), sq. fm. (sq.	0,176 (374)	0.314	0.491	0.707	0.962	1.256 (2684)	1,600	2.027	2.498 (5295)
SH (METR	SPACING,	7 (175)	PER FOOT	0.189	0.336	0.526 (1137)	0,758	1.030	1,346	1,714	2,172 (4680)	2.676 (5749)
BARS - ENGLISH (METRIC)		6//2 (165)	A OF STEEL	0,203	0,362 (782)	0,567 (1206)	0.816	1.110 (2345)	1,449	L846 (3909)	2,339 (4964)	2.882 (6097)
ENT BARS		6 (150)	AREA	0.220	0.392	0.614	0,884	1,202 (2580)	1.570	2,000	2,534 (5460)	3.122 (6707)
REINFORCEMENT		51/2 (140)		0,240	0.428	0,670	0.964 (2029)	1,311 (2764)	1.713 (3543)	2.182 (4507)	2,764 (5850)	3,406
RE		\$ (125)		0,264 (568)	0,470	0,737 (1592)	1.061	1.442 (3096)	1,884 (4080)	2.400	3,041	3,746
		4% (115)		0.293	0.523	0.819	1.179	1,603	2.093	2.667	3,379	4.163
		4 (100)		0.330	0.588	0.921	1,326 (2840)	1,803	2.355	3.000	3,801	4,683
	Weigh+	lbs./ft.	kg/m	0.376	0.668	1.043	1.502	2.044	2,670	3,400	4.303	5.313
	Cross-	Areo	50, III,	0,110 (T)	0.196	0.307	0,442	0,601	0,785	1.000	1.267	1.561
	Día.	ځ	ruu	0,375	0.500 (12.7)	0.625	0.750	0.875	1.000	1.128	1,270	1.410
	Bar.	0.710	English (metric)	3 (0)	₽ 🗒	. (16)	9 (61)	7 (22)	8 (25)	62)	020	11 (36)

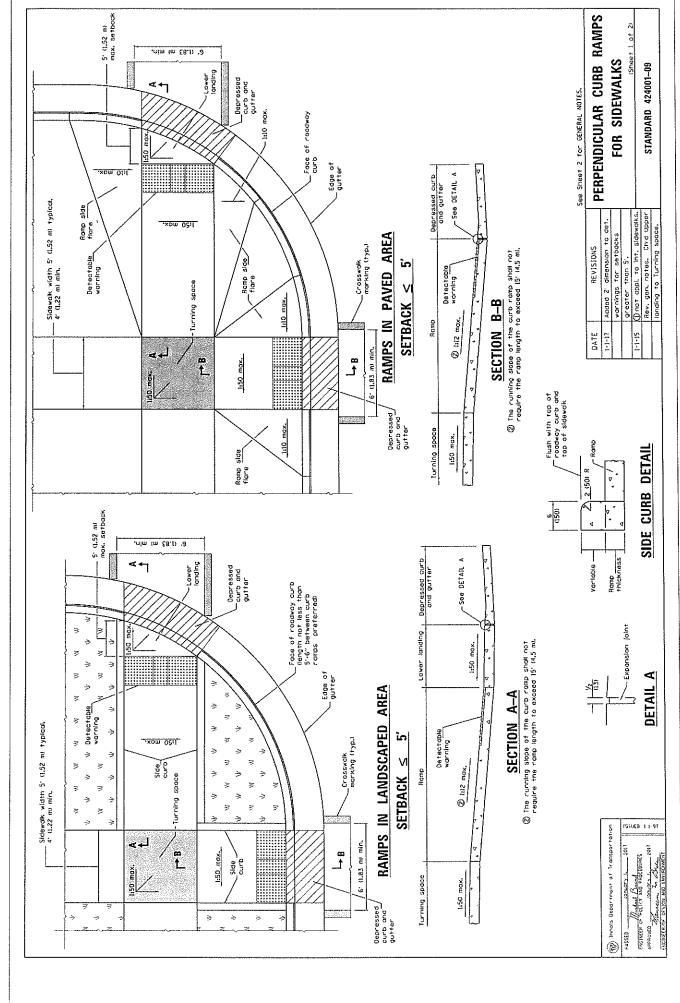
ARFAS OF		REINFORCEMENT BARS		STANDARD 001001-02	William III	
REVISIONS	1-1-09 Switched units to	English Imetrici,	1-1-07 Deleted metric toble.	Soft converted English	table.	
DATE	1-1-09		1-1-07			
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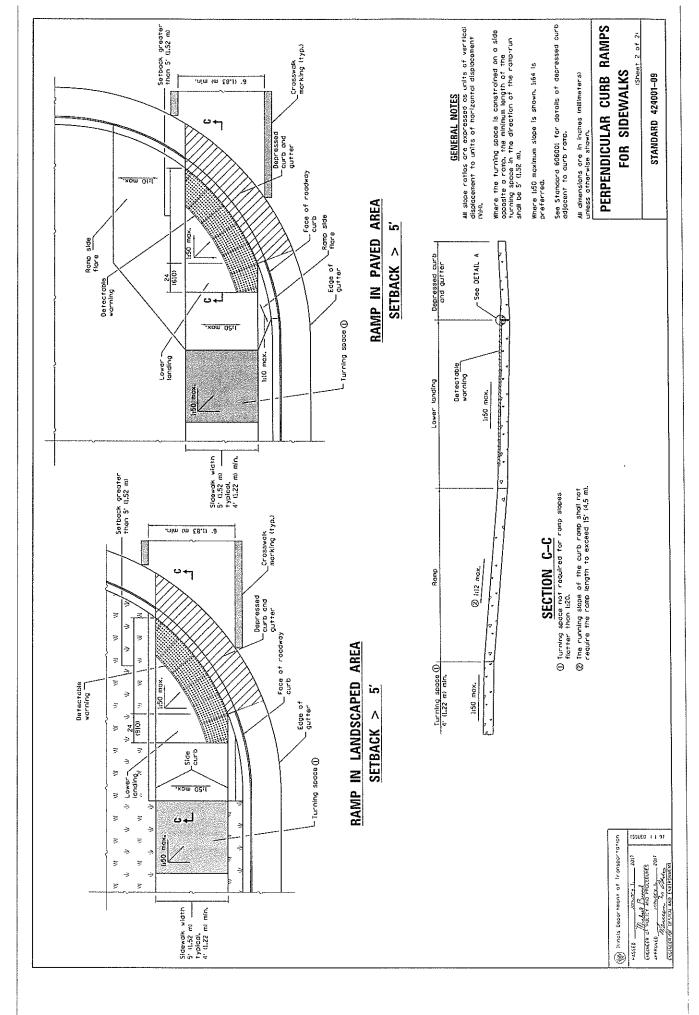
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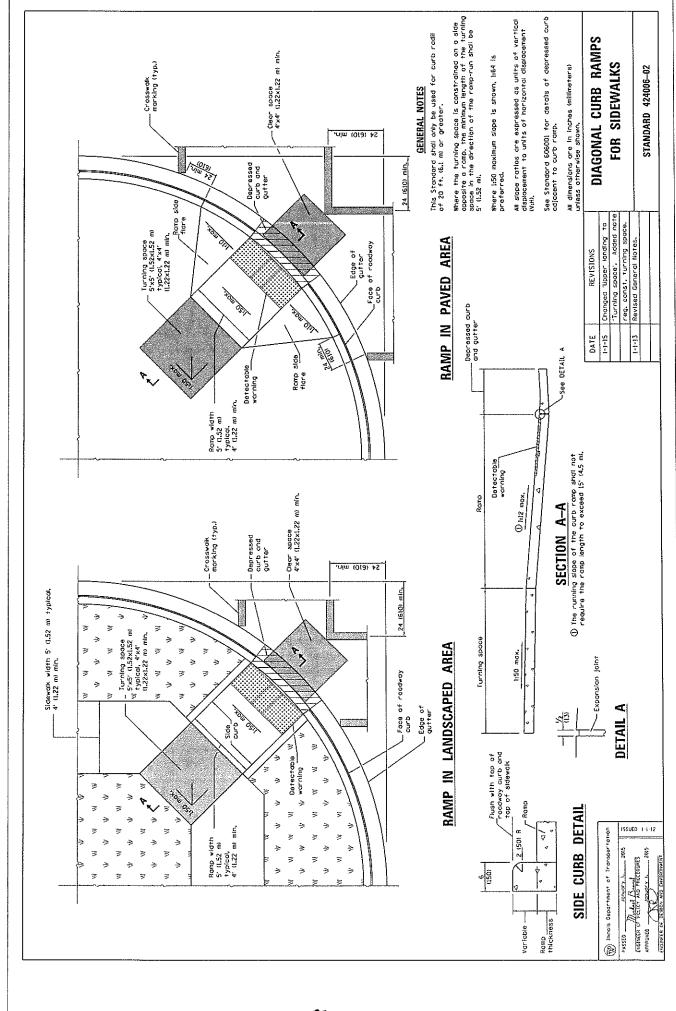
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	¥	0,671875 0,6771 0,6823 0,6875	0.6927 0.6979 0.703125 0.7083	0.7135 0.71875 0.7240 0.7292	0.734375 0.7396 0.7448 0.7500	0.7552 0.7604 0.765625 0.7708	0,7760 0,78125 0,7865 0,7917	0,796875 0,8021 0,8073 0,8125	0.8177 0.8229 0.828125 0.8333
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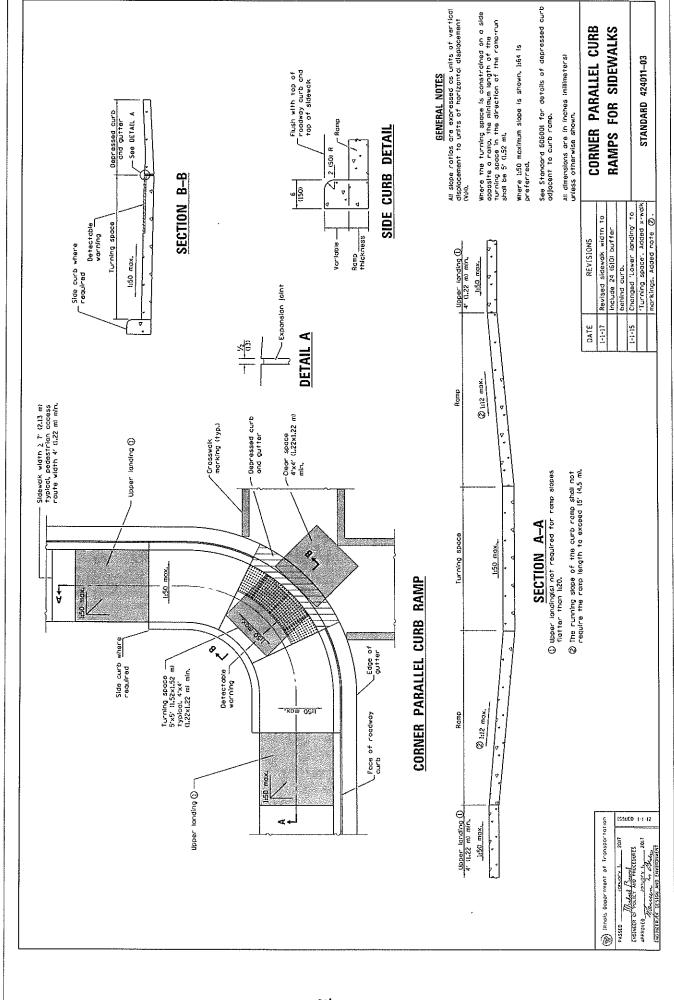
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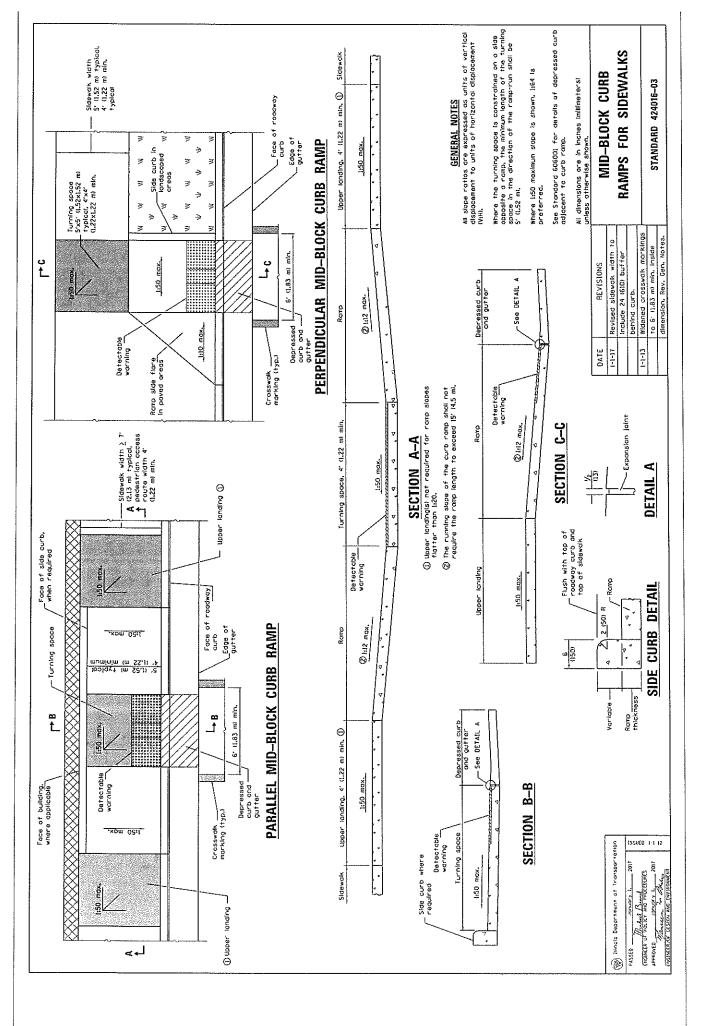
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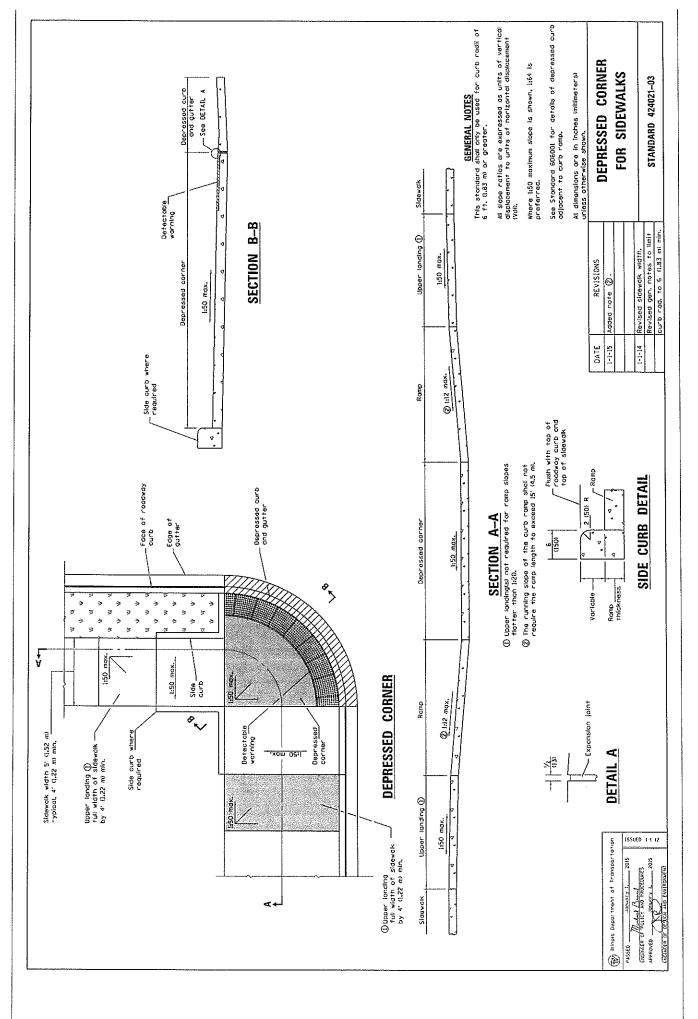


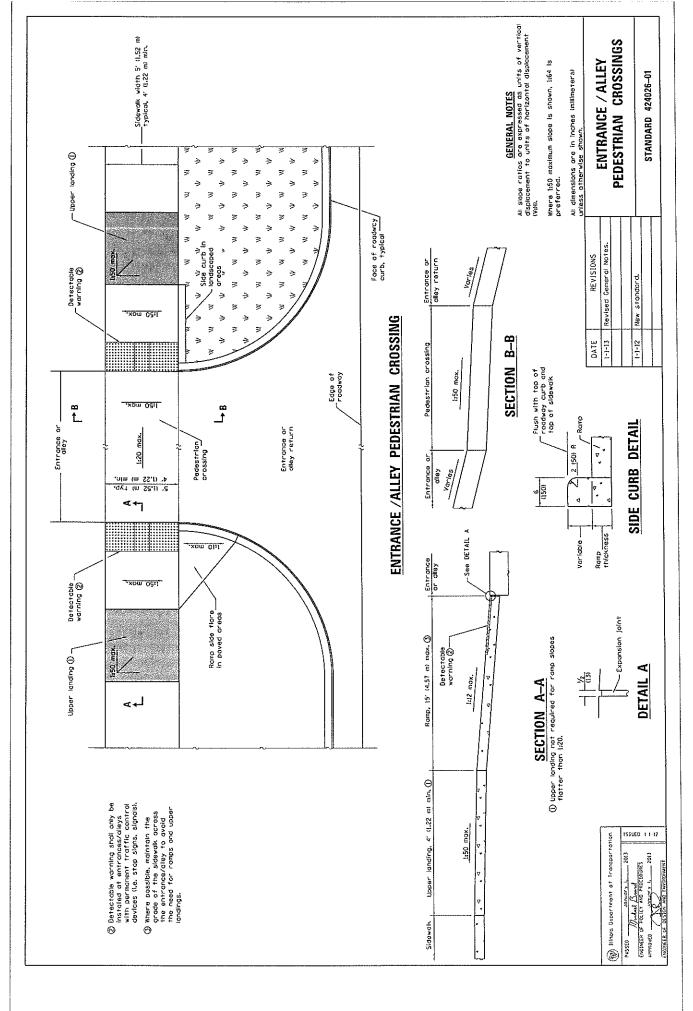


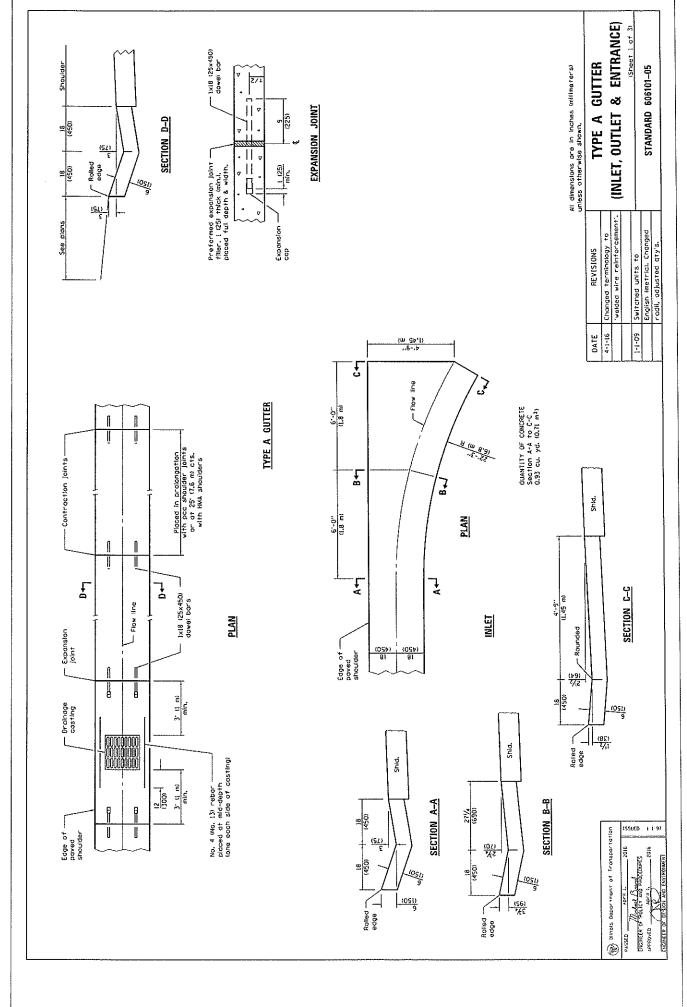


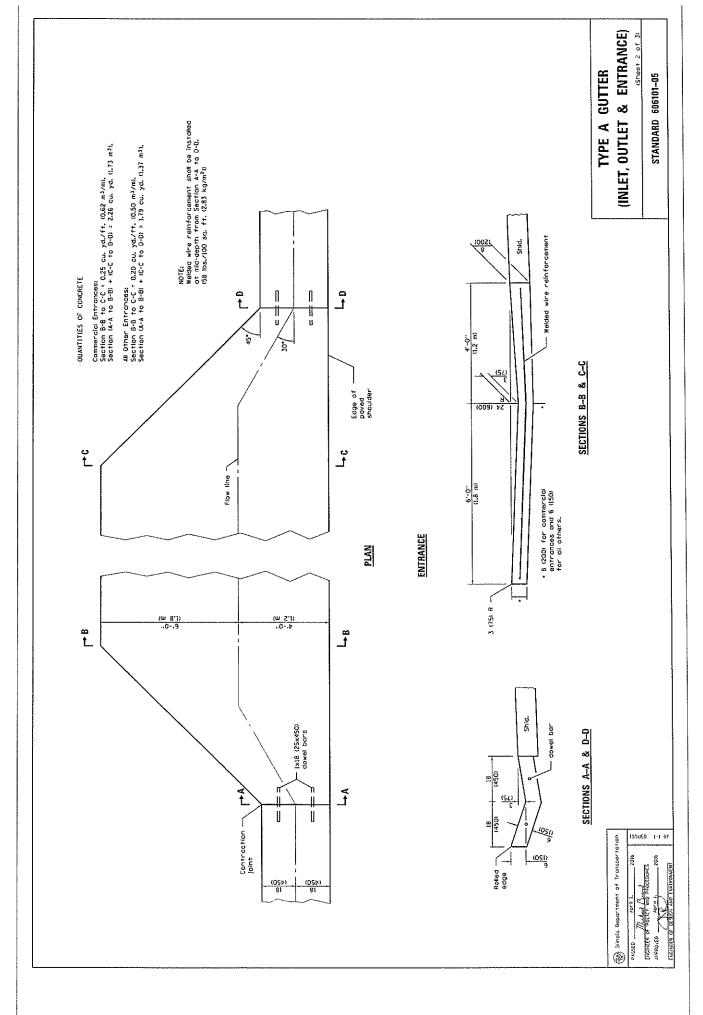


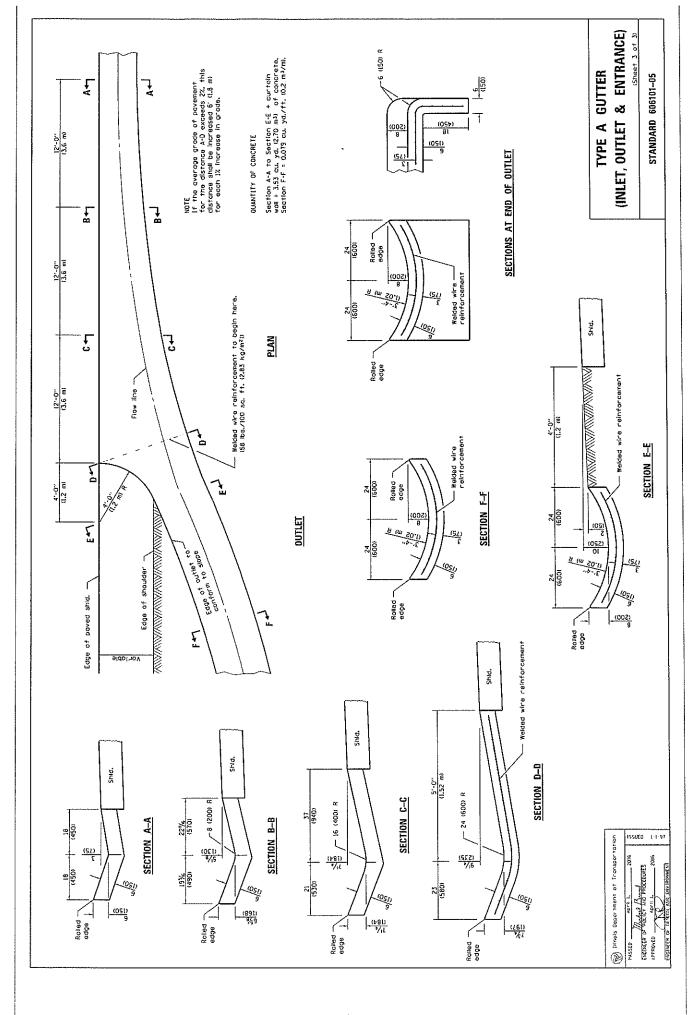


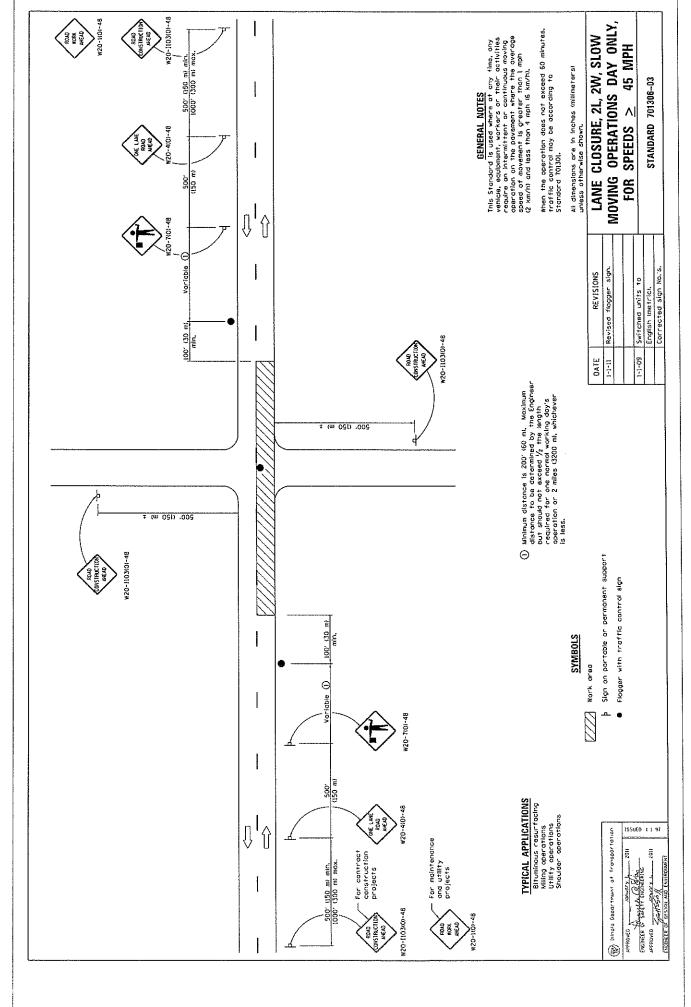


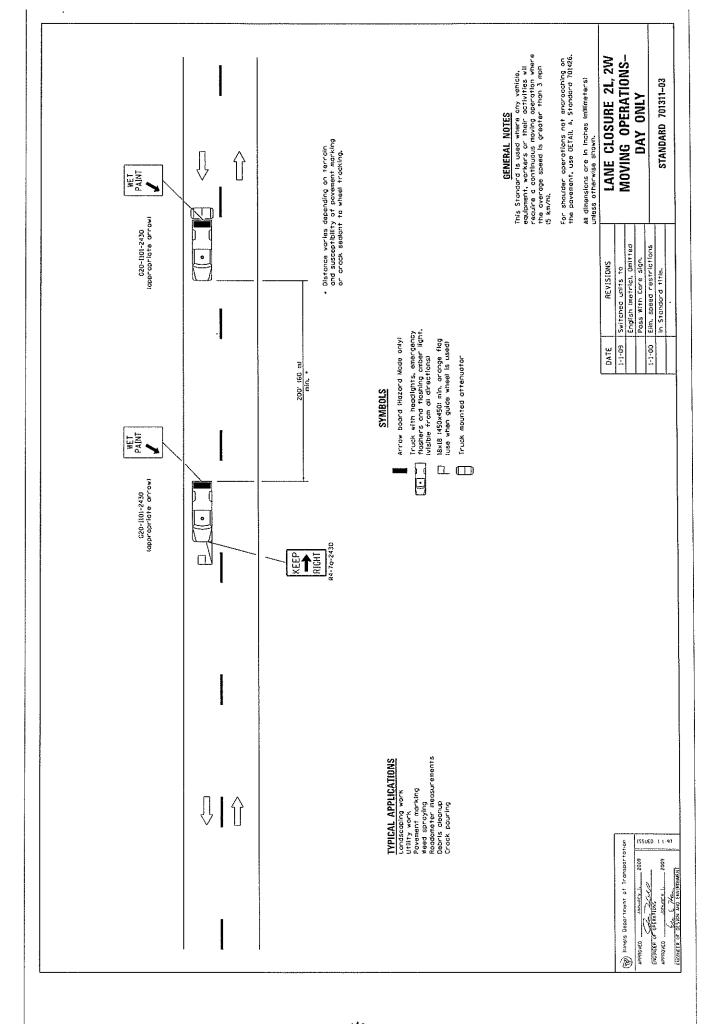


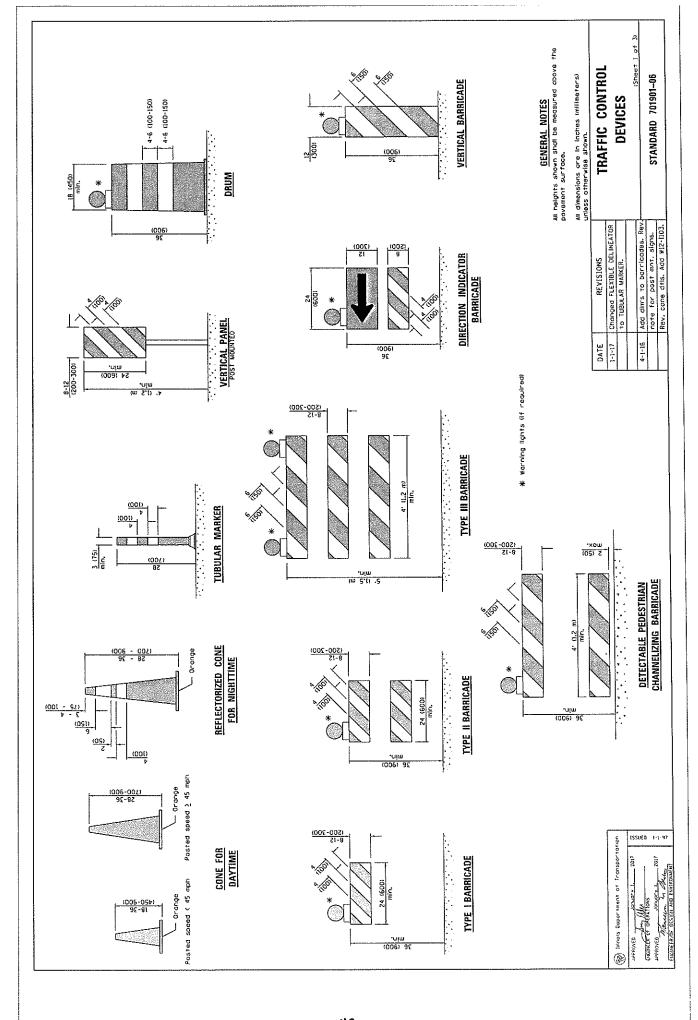


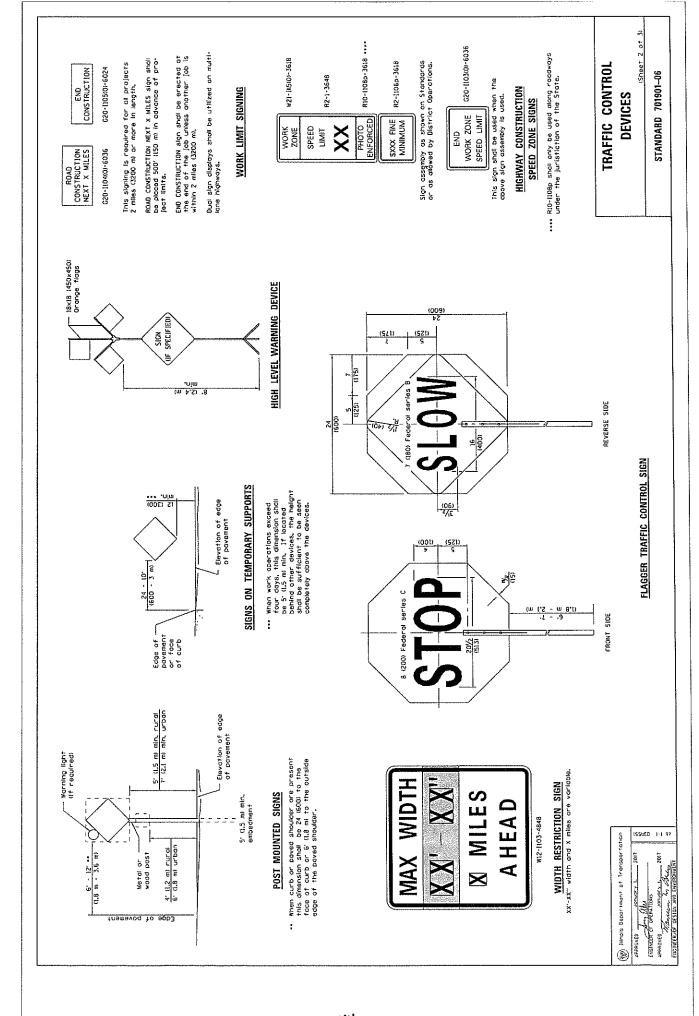


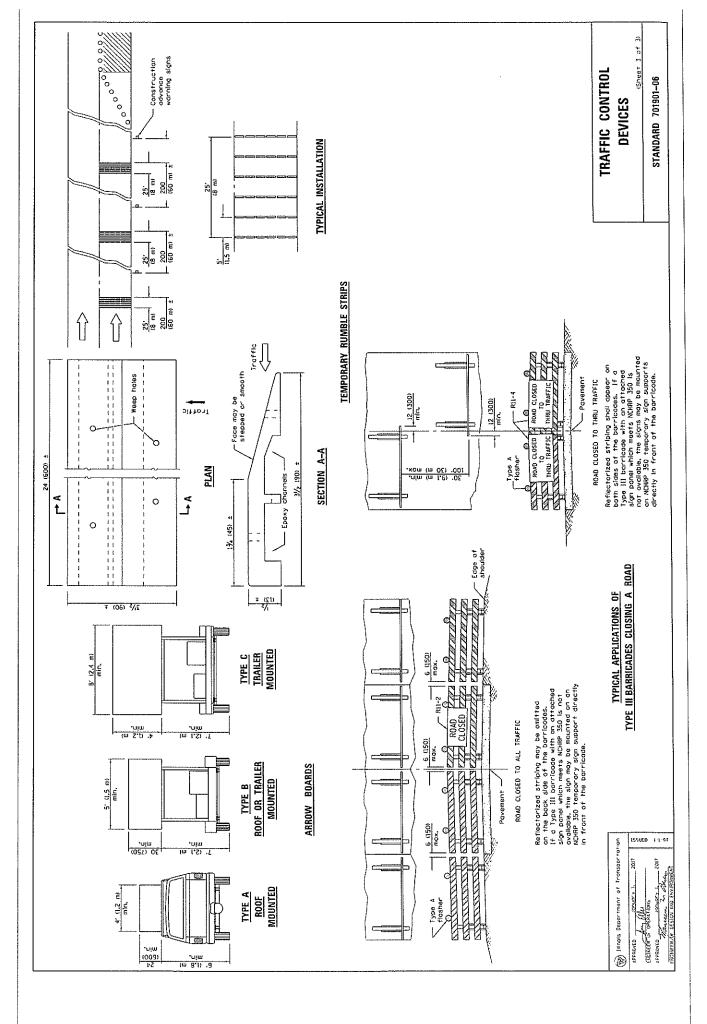


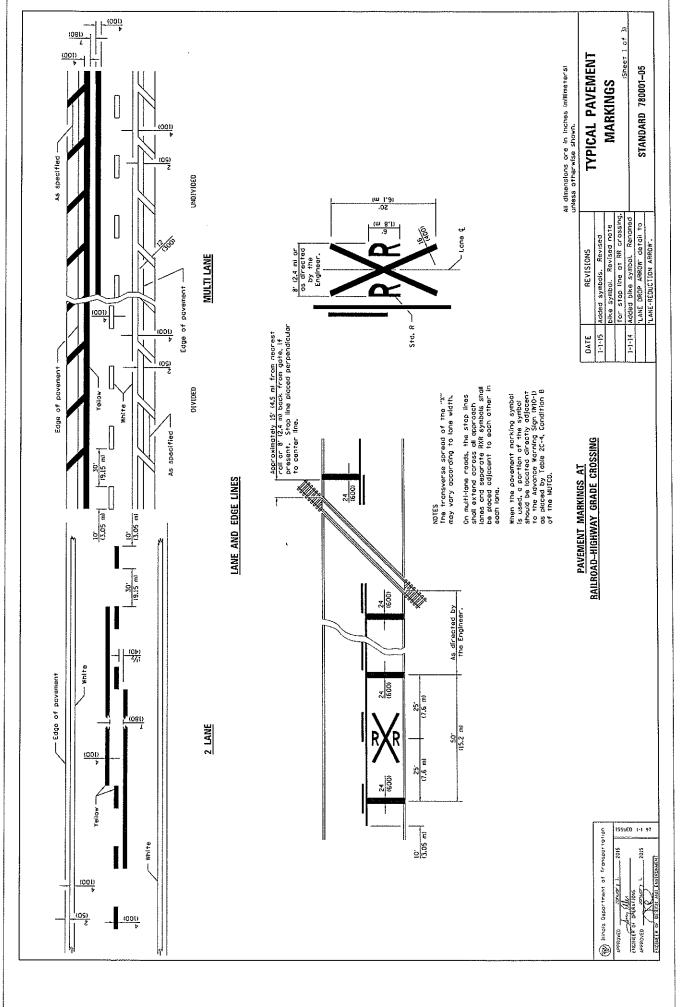


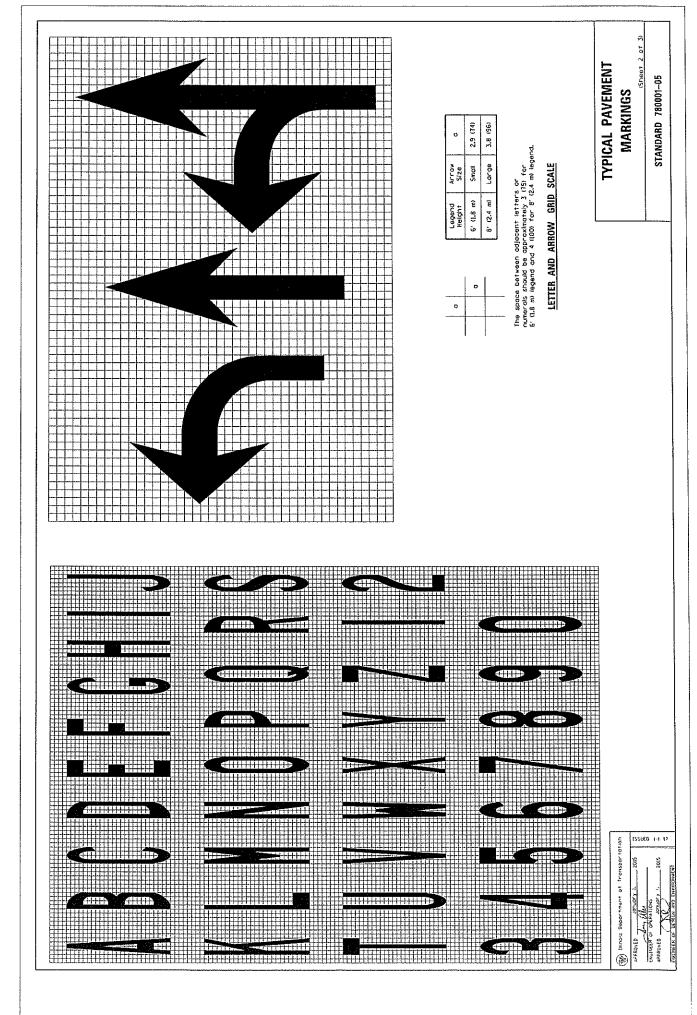


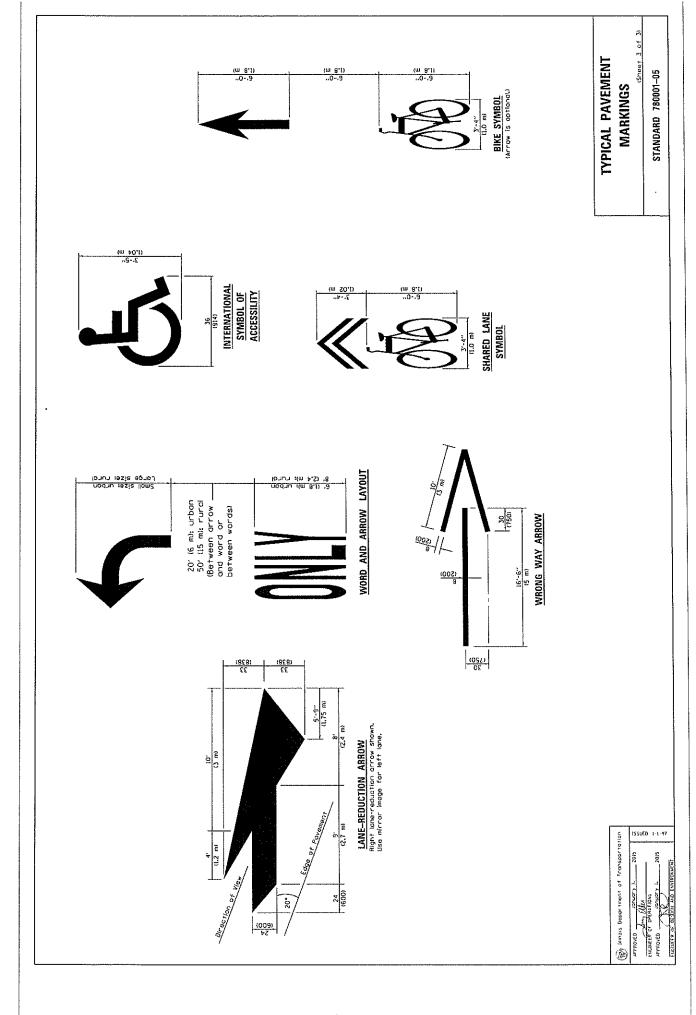


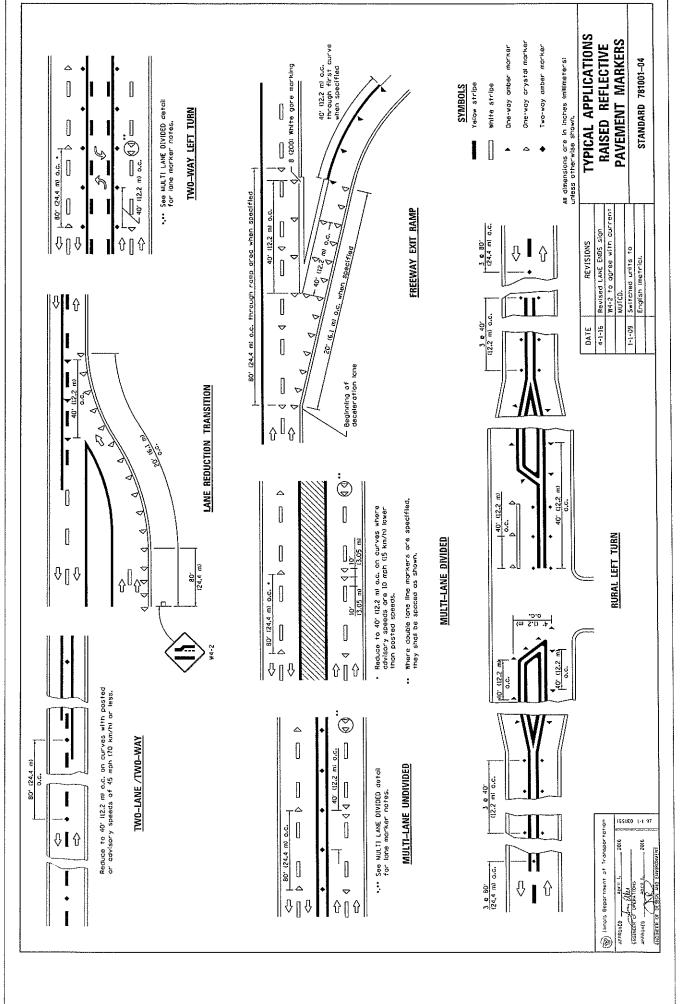


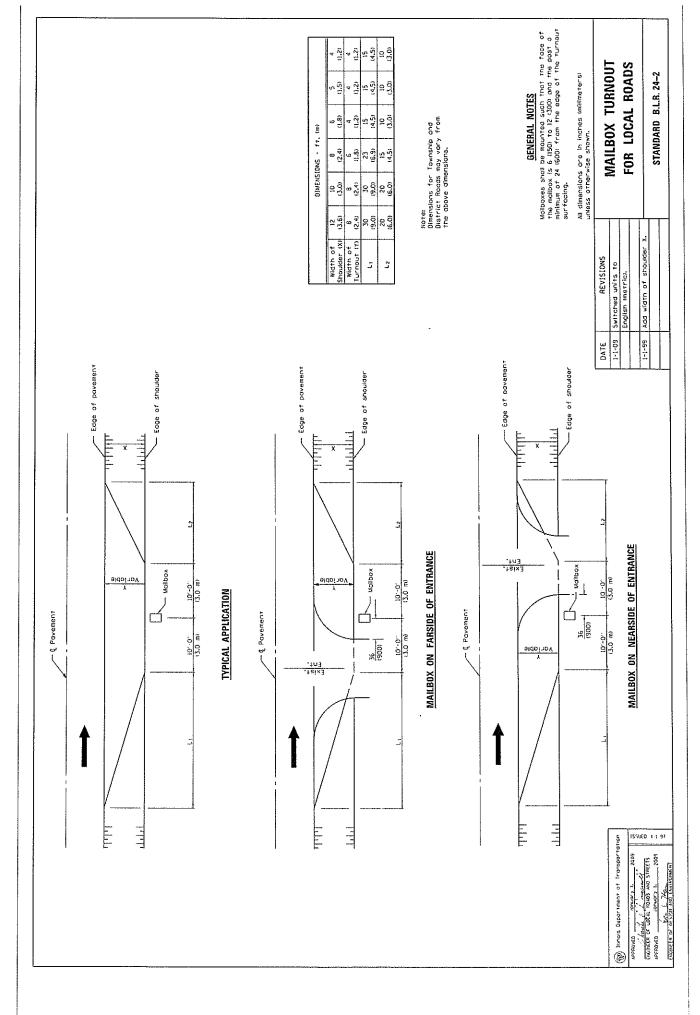


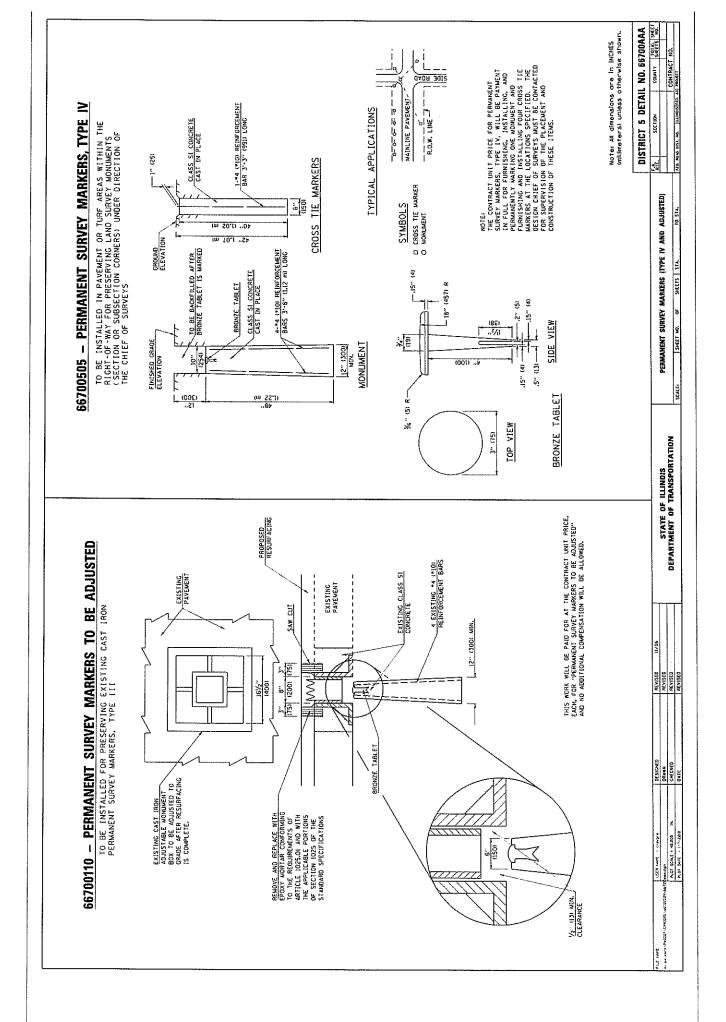


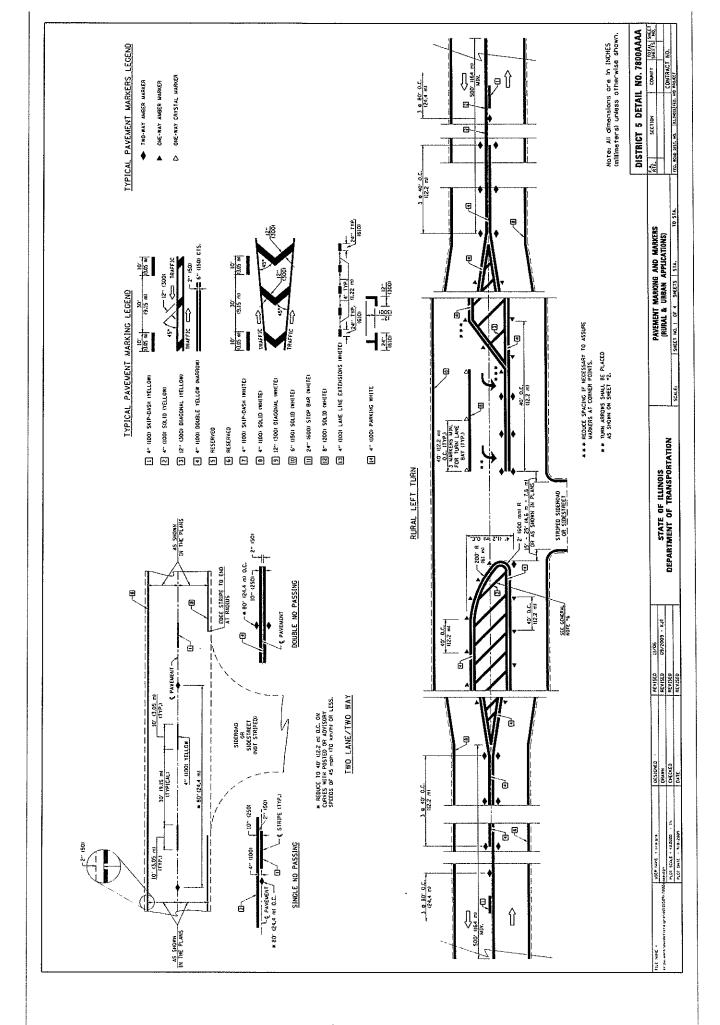


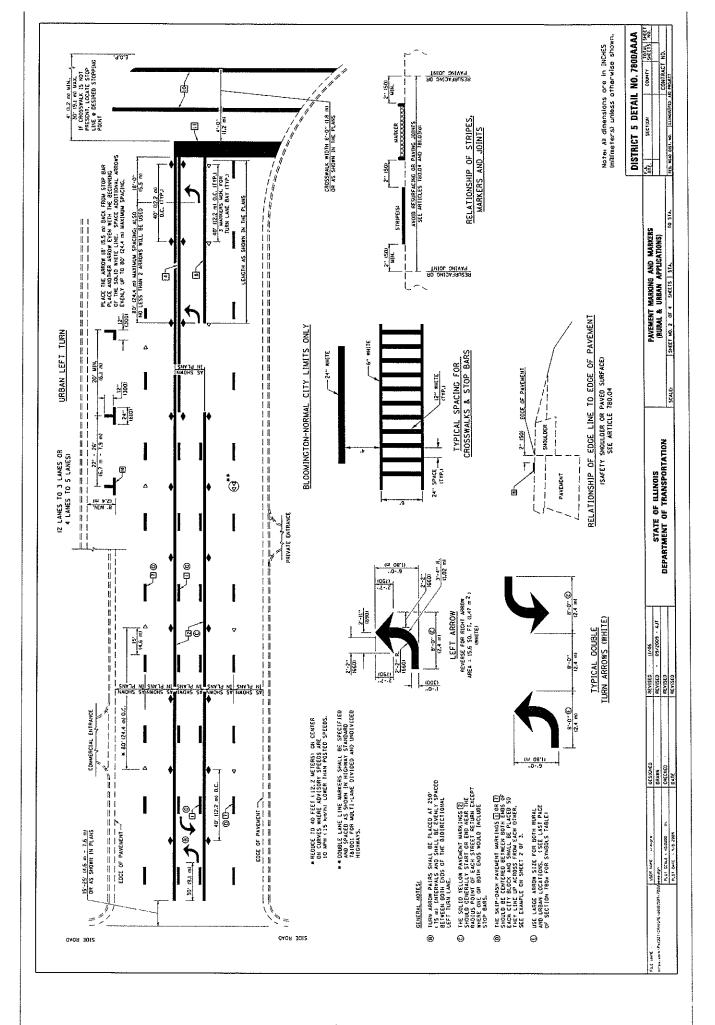


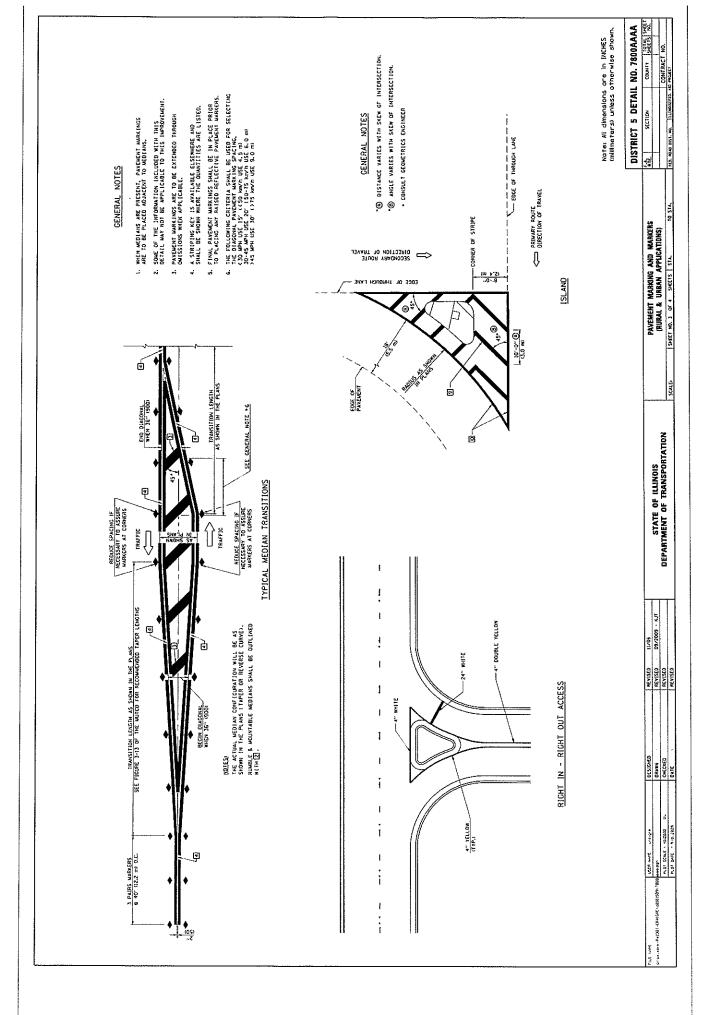


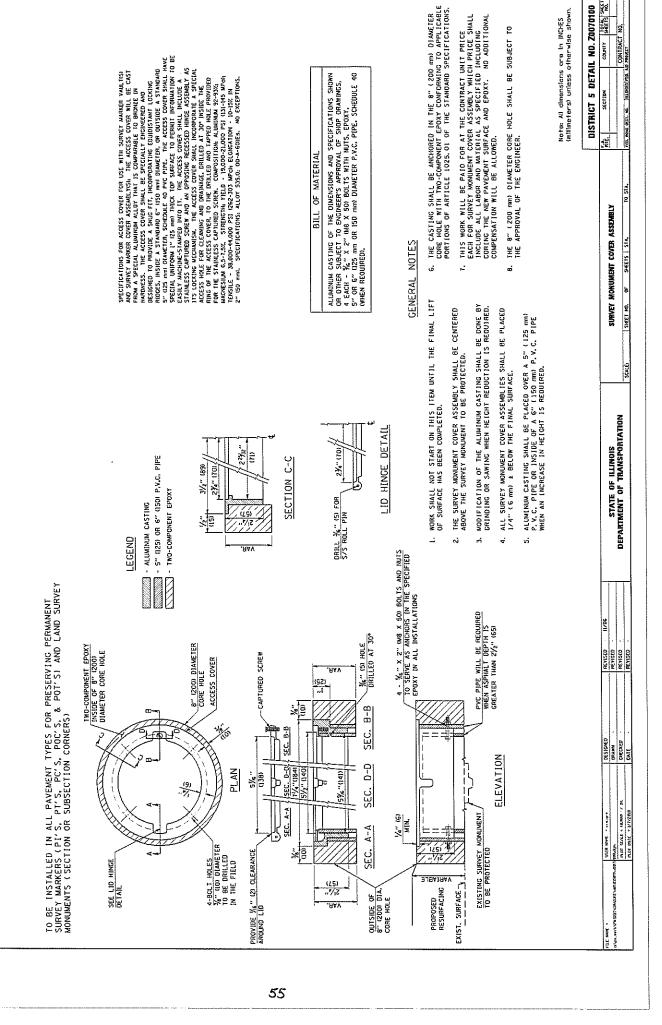












REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

- Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor

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

II. NONDISCRIMINATION

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

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

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

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

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

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

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

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

- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- **7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391.

The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the

employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates

(expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
 - d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular

programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this

section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential

that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both "

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction.

The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal

Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

- "(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.