44

Letting August 5, 2022

Notice to Bidders, Specifications and Proposal



Contract No. 99675
JACKSON County
Section 19-00182-00-RS
Route FAS 1916 (Elkville Road)
Project 1D7S-345 ()
District 9 Construction Funds

Plans Included Herein

Prepared by

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Checked by

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 12:00 p.m. August 5, 2022 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. 99675
JACKSON County
Section 19-00182-00-RS
Project 1D7S-345 ()
Route FAS 1916 (Elkville Road)
District 9 Construction Funds

Hot-Mix Asphalt Surface Removal and Resurfacing with HMA shoulders on Elkville Road from Haulage Road in Elkville to US 51.

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

By Order of the Illinois Department of Transportation

Omer Osman, Secretary

CONTRACT 99675

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec. Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

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SPECIAL PROVISIONS

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LOCAL ROADS AND STREETS SPECIAL PROVISIONS

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BDE SPECIAL PROVISIONS

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

	<u>File</u> Name	<u>Pg.</u>		Special Provision Title	Effective	Revised
	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274 Aggregate Subgrade Improvement		April 1, 2012	April 1, 2022		
	80192 Automated Flagger Assistance Device		Jan. 1, 2008	1 , -		
	80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80246			Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	9	Χ	Blended Finely Divided Minerals	April 1, 2021	
	80241			Bridge Demolition Debris	July 1, 2009	
*	50531			Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261			Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80384	10	Χ	Compensable Delay Costs	June 2, 2017	April 1, 2019
	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	14	Χ	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
	80261			Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	16	Х	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
	80029	28	Χ	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229			Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80433			Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80422			High Tension Cable Median Barrier	Jan. 1, 2020	Jan. 1, 2022
	80443			High Tension Cable Median Barrier Removal	April 1, 2022	
*	80442	38	Х	Hot-Mix Asphalt	Jan. 1, 2022	Aug. 1, 2022
	80444			Hot-Mix Asphalt – Patching	April 1, 2022	0
	80438			Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80411			Luminaires, LED	April 1, 2019	Jan. 1, 2022
	80045			Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80418	20		Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
	80430	39	X	Portland Cement Concrete – Haul Time	July 1, 2020	I 4 0000
	34261	40	Х	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80395 80340			Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	lan 1 2022
	80127			Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80397	41		Steel Cost Adjustment Subcontractor and DBE Payment Reporting	April 2, 2014 April 2, 2018	Jan. 1, 2022
	80391	42	X	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	42		Submission of Payroll Records	April 1, 2021	April 1, 2019
	80435			Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2022
	80410			Traffic Spotters	Jan. 1, 2019	Jan. 1, 2022
	20338			Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80318			Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
	80429			Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2010 Jan. 1, 2022
	80440			Waterproofing Membrane System	Nov. 1, 2021	Juli. 1, 2022
	80302	43	Х	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80427	٠,٥		Work Zone Traffic Control Devices	Mar. 2, 2020	. 101. 1, 2021
	80071	44	Х	Working Days	Jan. 1, 2002	
	50071	17	_^_	_ · · · · · · · · · · · · · · · · · · ·	Jan. 1, 2002	

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted Jan 1, 2022, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual on Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAS Route 1916, Section 19-00182-00-RS in Jackson County, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK:

The proposed improvement consists of constructing a 2.0" HMA surface course functional overlay, 1/2" HMA surface removal, a 4.0' HMA shoulder and a shoulder wedge composed of milled material generated on site, pavement markings and raised reflective pavement markers on a portion of FAS 1916 (Elkville Road).

TRAFFIC CONTROL AND PROTECTION, (SPECIAL):

Description: The Contractor will be required to maintain at least one-way traffic during the construction of the proposed improvement.

Traffic control shall be in accordance with the applicable sections of the Standard Specifications, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices, these Special Provisions, and the Highway Standards contained herein and in the plans.

At least one week in advance of implementing traffic control, the contractor shall furnish to the Department the name of the individual in the Contractor's direct employ who is to be responsible for the installation and maintenance of the traffic control for the project. When the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Department at least one week in advance of implementing traffic control. This shall not relieve the Contractor of furnishing a responsible individual in the Contractor's direct employ.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards: 701006, 701011, 701301, 701306, 701311, 701326, and 701901.

This work shall conform to the applicable portions of Section 701 of the Standards Specifications and applicable portions of the Traffic Control Plan included in the contract documents. This item of work shall consist of furnishing, installing, maintaining, relocating and removing all traffic control devices used for regulating, warning or directing traffic during the construction of this project.

All traffic control devices used in this project shall conform to the plans, special provisions, traffic control standards and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways". No modification of these requirements will be allowed without prior written approval from the Engineer.

Traffic control devices shall include all temporary traffic control and regulatory signs as described herein, and their supports, barricades with sand bags, plastic drums, channelizing devices, warning lights, flaggers or any other device used for regulating, warning or guiding traffic through the construction zone and guiding traffic around the construction.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices as shown on the plans or as directed by the Engineer. The Contractor, when directed by the Engineer, shall remove all traffic control devices which were furnished, installed and maintained by him/her under this contract, and such devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

All labor, equipment and materials required to complete this work shall be paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

UTILITIES

Effective 1984 Revised 2/10/17

Add the following after the first paragraph of Article 105.07 of the Standard Specifications:

Underground utilities have been plotted from available surveys and records and, therefore, their locations must be considered approximate only. There also may be utilities for which the locations are unknown. Verification of locations of underground utilities, shown or not shown, will be the responsibility of the Contractor. The following utility companies have facilities within the project limits which will require adjustment:

			Estimated
Name and Address			Date Adjustment
of Utility	Type	Locations	Completed
Frontier Telephone	Telephone	Along pavement	

Additional utility information may be obtained by calling the "Joint Utility Location Information for Excavators" phone number, 800-892-0123. This project is located in Vergennes township.

Add the following after the first paragraph of Article 107.39 of the Standard Specifications:

The Contractor is advised that this project includes areas of highway illumination and/or signalized intersections. These areas have underground cable or conduit throughout which is to remain in service. Before driving any posts or beginning any excavation operations, the Contractor shall locate, uncover by hand and relocate any wiring which conflicts with the proposed work. Any cable or conduit which is damaged as a result of the Contractor's operations shall be replaced by him at his expense. Replacement material and methods shall meet or exceed the original specifications for the wiring. Splicing will not be permitted.

HOT-MIX ASPHALT SURFACE REMOVAL, BUTT JOINT:

Description: Hot-mix Asphalt surface removal shall be done in accordance with Section 440 of the Standard Specifications with the following exceptions. The depth of the removal shall be between 0"& 2.0". All milled material shall be conveyed to trucks and stockpiled. A portion of the stockpiled material will be used to cap off the transition wedge between the proposed HMA shoulder and the existing shoulder as directed by the Engineer. Any remaining stockpiled material shall be disposed of by the contractor according to Article 202.03.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL BUTT JOINT.

HOT-MIX ASPHALT SURFACE REMOVAL, 1/2":

Description: Hot-mix Asphalt surface removal shall be done in accordance with Section 440 of the Standard Specifications except as modified herein. That the milled material shall be conveyed to trucks and stockpiled. A portion of the stockpiled material will be used to cap off the transition wedge between the proposed HMA shoulder and the existing shoulder as directed by the Engineer. The cost of which shall not be paid for separately, but shall be considered incidental to the cost of BITUMINOUS SURFACE REMOVAL, ½". Any remaining stockpiled material shall be disposed of by the contractor according to Article 202.03.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, ½".

HOT-MIX ASPHALT SHOULDERS:

Description: This item of work shall consist of the construction of HOT-MIX ASPHALT SHOULDERS adjacent to the pavement at the locations shown on the Typical Section. The shoulders shall be constructed as specified in Section 482. Prior to constructing HOT-MIX ASPHALT SHOULDERS the weeds and grass on the area adjacent to the pavement shall be cut. The milled material shall be used to construct a transition wedge between the proposed HMA shoulder and the existing shoulder. A portion of the stockpiled material from the HMA surface removal will be used to cap off the transition wedge between the proposed HMA shoulder and the existing shoulder. This wedge shall be compacted to the satisfaction of the Engineer. Existing HMA and concrete private entrances and side roads shall be gapped as directed by the Engineer.

Access to all private entrances and side roads not gapped shall be maintained. This item of work shall also include HMA placed as an overlay on existing paved shoulders, sideroads, private entrances, and mailbox turnouts.

Basis of Payment: This work will be paid for at the contract unit price per ton for HOT-MIX ASPHALT SHOULDERS which price shall include all necessary earth excavation and other work required to construct this item.

State of Illinois DEPARTMENT OF TRANSPORTATION Bureau of Local Roads & Streets SPECIAL PROVISION FOR

LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA Effective: January 1, 2022

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

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

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

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

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

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

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

Density Verification Method				
	Cores			
X	Nuclear Density Gauge (Correlated when			
	paving ≥ 3,000 tons per mixture)			

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

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

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

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

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

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

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

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.

general liability insurance policy in accordance with Article 107.27:	or's
The entities listed above and their officers, employees, and agents shall be indemnified a held harmless in accordance with Article 107.26.	and

BLENDED FINELY DIVIDED MINERALS (BDE)

Effective: April 1, 2021

Revise the second paragraph of Article 1010.01 of the Standard Specifications to read:

"Different sources or types of finely divided minerals shall not be mixed or used alternately in the same item of construction, except as a blended finely divided mineral product according to Article 1010.06."

Add the following article to Section 1010 of the Standard Specifications:

"1010.06 Blended Finely Divided Minerals. Blended finely divided minerals shall be the product resulting from the blending or intergrinding of two or three finely divided minerals. Blended finely divided minerals shall be according to ASTM C 1697, except as follows.

- (a) Blending shall be accomplished by mechanically or pneumatically intermixing the constituent finely divided minerals into a uniform mixture that is then discharged into a silo for storage or tanker for transportation.
- (b) The blended finely divided mineral product will be classified according to its predominant constituent or the manufacturer's designation and shall meet the chemical requirements of its classification. The other finely divided mineral constituent(s) will not be required to conform to their individual standards."

80436

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017 Revised: April 1, 2019

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

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

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

- "(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.
 - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.
 - Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).
 - (2) Major Delay. Labor will be the same as for a minor delay.

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

80384

CONCRETE END SECTIONS FOR PIPE CULVERTS (BDE)

Effective: January 1, 2013 Revised: April 1, 2016

<u>Description</u>. This work shall consist of constructing cast-in-place concrete and precast concrete end sections for pipe culverts. These end sections are shown on the plans as Highway Standard 542001 or 542011. This work shall be according to Section 542 of the Standard Specifications except as modified herein.

<u>Materials</u>. Materials shall be according to the following Articles of Division 1000 – Materials of the Standard Specifications.

ltem	Article/Section
(a) Portland Cement Concrete (Note 1)	1020
(b) Precast Concrete End Sections (Note 2)	
(c) Coarse Aggregate (Note 3)	1004.05
(d) Structural Steel (Note 4)	1006.04
(e) Anchor Bolts and Rods (Note 5)	1006.09
(f) Reinforcement Bars	1006.10(a)
(g) Nonshrink Grout	1024.02
(h) Chemical Adhesive Resin System	
(i) Mastic Joint Sealer for Pipe	
(j) Hand Hole Plugs	

- Note 1. Cast-in-place concrete end sections shall be Class SI, except the 14 day mix design shall have a compressive strength of 5000 psi (34,500 kPa) or a flexural strength of (800 psi) 5500 kPa and a minimum cement factor of 6.65 cwt/cu yd (395 kg/cu m).
- Note 2. Precast concrete end sections shall be according to Articles 1042.02 and 1042.03(b)(c)(d)(e) of the Standard Specifications. The concrete shall be Class PC according to Section 1020, and shall have a minimum compressive strength of 5000 psi (34,000 kPa) at 28 days.

Joints between precast sections shall be produced with reinforced tongue and groove ends according to the requirements of ASTM C 1577.

- Note 3. The granular bedding placed below a precast concrete end section shall be gradation CA 6, CA 9, CA 10, CA 12, CA 17, CA 18, or CA 19.
- Note 4. All components of the culvert tie detail shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable.
- Note 5. The anchor rods for the culvert ties shall be according to the requirements of ASTM F 1554, Grade 105 (Grade 725).

CONSTRUCTION REQUIREMENTS

The concrete end sections may be precast or cast-in-place construction. Toe walls shall be either precast or cast-in-place, and shall be in proper position and backfilled according to the applicable paragraphs of Article 502.10 of the Standard Specifications prior to the installation of the concrete end sections. If soil conditions permit, cast-in-place toe walls may be poured directly against the soil. When poured directly against the soil, the clear cover of the sides and bottom of the toe wall shall be increased to 3 in. (75 mm) by increasing the thickness of the toe wall.

- (a) Cast-In-Place Concrete End Sections. Cast-in-place concrete end sections shall be constructed according to the requirements of Section 503 of the Standard Specifications and as shown on the plans.
- (b) Precast Concrete End Sections. When the concrete end sections will be precast, shop drawings detailing the slab thickness and reinforcement layout shall be submitted to the Engineer for review and approval.

The excavation and backfilling for precast concrete end sections shall be according to the requirements of Section 502 of the Standard Specifications, except a layer of granular bedding at least 6 in. (150 mm) in thickness shall be placed below the elevation of the bottom of the end section. The granular bedding shall extend a minimum of 2 ft (600 mm) beyond each side of the end section.

Anchor rods connecting precast sections shall be brought to a snug tight condition followed by an additional 2/3 turn on one of the nuts. Match marks shall be provided on the bolt and nut to verify relative rotation between the bolt and the nut.

When individual, precast end sections are placed side-by-side for a multi-pipe culvert installation, a 3 in. (75 mm) space shall be left between adjacent end section walls and the space(s) filled with Class SI concrete.

<u>Method of Measurement</u>. This work will be measured for payment as each, with each end of each culvert being one each.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per each for CONCRETE END SECTION, STANDARD 542001 or CONCRETE END SECTION, 542011, of the pipe diameter and slope specified.

80311

CORRUGATED PLASTIC PIPE (CULVERT AND STORM SEWER) (BDE)

Effective: January 1, 2021

Revise Tables IIIA and IIIB of Article 542.03 and the storm sewers tables of Article 550.03 of the Standard Specifications to read:

(SEE TABLES ON NEXT 10 PAGES)

"PIPE CULVERTS TABLE IIIA: PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE

	Type 1					Type 2					Type 3					Type 4					
Nominal	F	Fill Height: 3' and less,					Fill Height: Greater than 3',					Fill Height: Greater than 10',					Fill Height: Greater than 15',				
Diameter (in.)		with 1' min					not exceeding 10'					not ex	ceedir	ng 15'			not e	xceedi	ng 20'		
	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP	
10	Χ	QPL	Х	QPL	NA	Х	QPL	Χ	QPL	NA	Χ	QPL	Χ	QPL	NA	Х	QPL	Χ	QPL	NA	
12	Χ	QPL	Χ	QPL	QPL	Χ	QPL	Χ	QPL	QPL	Χ	QPL	Χ	QPL	QPL	Χ	QPL	Χ	QPL	QPL	
15	Χ	QPL	NA	QPL	QPL	Χ	QPL	NA	QPL	QPL	Х	QPL	NA	QPL	QPL	Х	QPL	NA	QPL	QPL	
18	Χ	QPL	Х	QPL	QPL	Χ	QPL	Χ	QPL	QPL	Χ	QPL	Χ	QPL	QPL	Х	QPL	Χ	QPL	QPL	
21	Χ	QPL	NA	QPL	NA	Χ	QPL	NA	QPL	NA	Χ	QPL	NA	QPL	NA	Χ	QPL	NA	NA	NA	
24	Χ	QPL	Х	QPL	QPL	Х	QPL	Χ	QPL	QPL	Χ	QPL	Χ	QPL	QPL	Х	QPL	Χ	NA	QPL	
27	Х	NA	NA	NA	NA	Χ	NA	NA	NA	NA	Х	NA	NA	NA	NA	Х	NA	NA	NA	NA	
30	Χ	QPL	Χ	QPL	QPL	Χ	QPL	Χ	QPL	QPL	Χ	QPL	Χ	QPL	QPL	Χ	QPL	Χ	NA	QPL	
36	Х	QPL	Х	QPL	QPL	Х	QPL	Х	QPL	QPL	Х	QPL	Χ	QPL	QPL	Х	QPL	Х	NA	QPL	
42	Х	NA	Х	QPL	QPL	Χ	NA	Х	QPL	QPL	Х	NA	Χ	NA	QPL	Х	NA	Х	NA	NA	
48	Χ	NA	Χ	QPL	QPL	Χ	NA	Х	QPL	QPL	Χ	NA	Χ	NA	QPL	Х	NA	Χ	NA	NA	
54	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
60	NA	NA	NA	QPL	QPL	NA	NA	NA	QPL	QPL	NA	NA	NA	NA	QPL	NA	NA	NA	NA	NA	

Notes: PVC

PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior

PΕ Polyethylene Pipe

CPE CPP Corrugated Polyethylene Pipe with a Smooth Interior Corrugated Polypropylene Pipe with a Smooth Interior

Χ Permitted

Permitted for the producers approved for that diameter in the Department's qualified product list QPL

PIPE CULVERTS (metric) TABLE IIIA: PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE

Nominal Diameter			Гуре 1			Type 2					Type 3					Type 4				
		II Height with 0.3				Fill Height: Greater than 1 m, not exceeding 3 m					Fill Height: Greater than 3 m, not exceeding 4.5 m					Fill Height: Greater than 4.5 m, not exceeding 6 m				
(mm)	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP
250	Χ	QPL	Х	QPL	NA	Х	QPL	Χ	QPL	NA	Χ	QPL	Х	QPL	NA	Χ	QPL	Χ	QPL	NA
300	Χ	QPL	Χ	QPL	QPL	Х	QPL	Χ	QPL	QPL	Χ	QPL	Χ	QPL	QPL	Х	QPL	Χ	QPL	QPL
375	Χ	QPL	NA	QPL	QPL	Х	QPL	NA	QPL	QPL	Χ	QPL	NA	QPL	QPL	Χ	QPL	NA	QPL	QPL
450	Χ	QPL	Χ	QPL	QPL	Х	QPL	Χ	QPL	QPL	Χ	QPL	Χ	QPL	QPL	Х	QPL	Χ	QPL	QPL
525	Χ	QPL	NA	QPL	NA	Χ	QPL	NA	QPL	NA	Χ	QPL	NA	QPL	NA	Χ	QPL	NA	NA	NA
600	Χ	QPL	Χ	QPL	QPL	Х	QPL	Χ	QPL	QPL	Χ	QPL	Χ	QPL	QPL	Х	QPL	Χ	NA	QPL
675	Χ	NA	NA	NA	NA	Χ	NA	NA	NA	NA	Χ	NA	NA	NA	NA	Х	NA	NA	NA	NA
750	Χ	QPL	Χ	QPL	QPL	Χ	QPL	Χ	QPL	QPL	Χ	QPL	Χ	QPL	QPL	Χ	QPL	Χ	NA	QPL
900	Χ	QPL	Χ	QPL	QPL	Х	QPL	Χ	QPL	QPL	Χ	QPL	Χ	QPL	QPL	Х	QPL	Χ	NA	QPL
1050	Χ	NA	Χ	QPL	QPL	Х	NA	Χ	QPL	QPL	Χ	NA	Χ	NA	QPL	Х	NA	Χ	NA	NA
1200	Χ	NA	Χ	QPL	QPL	Χ	NA	Χ	QPL	QPL	Χ	NA	Χ	NA	QPL	Χ	NA	Χ	NA	NA
1350	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1500	NA	NA	NA	QPL	QPL	NA	NA	NA	QPL	QPL	NA	NA	NA	NA	QPL	NA	NA	NA	NA	NA

Notes: PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior
PE Polyvethylene Pipe

PE CPE Corrugated Polyethylene Pipe with a Smooth Interior Corrugated Polypropylene Pipe with a Smooth Interior CPP

Permitted Χ

QPL Permitted for the producers approved for that diameter in the Department's qualified product list

PIPE CULVERTS TABLE IIIB: PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE Type 5 Type 6 Type 7 Fill Height: Greater than 20', Fill Height: Greater than 30', Fill Height: Greater than 25', Nominal not exceeding 25' not exceeding 30' not exceeding 35' Diameter (in.) CPVC PΕ CPE CPP PVC CPVC PVC CPVC **PVC** PΕ PΕ 10 Χ QPL Χ QPL NA Χ QPL Χ Χ QPL Χ QPL 12 QPL Χ QPL Χ QPL Χ Χ QPL Χ Χ 15 Х NA QPL Χ QPL NA Х NA QPL NA QPL 18 Χ QPL Χ NA NA Χ QPL Χ Χ QPL Χ Χ Х QPL Х 21 QPL NA NA NA NA QPL NA 24 Χ QPL Χ NA NA Χ QPL Χ Χ QPL Χ Χ Χ 27 Χ NA NA NA NA NA NA NA NA 30 Χ QPL QPL Χ QPL Χ Χ QPL Χ Χ NA 36 QPL Χ Χ QPL Х Χ QPL Χ Χ NA NA 42 Χ NA Χ NA NA Χ NA Χ Χ NA Χ Χ Х 48 Χ NA NA NA Χ NA Χ NA Х 54 NA 60 NA NA

Notes: PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior CPP Corrugated Polypropylene Pipe with a Smooth Interior

X Permitted

QPL Permitted for the producers approved for that diameter in the Department's qualified product list

PIPE CULVERTS (metric) TABLE IIIB: PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE

			Type 5				Type 6		Type 7				
Nominal			t: Greater				t: Greater th		Fill Height: Greater than 9 m,				
Diameter		not e	xceeding 7	<u>'.5 m</u>	1	not	exceeding	9 m	not exceeding 10.5 m				
(mm)	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	PVC	CPVC	PE		
250	Х	QPL	Х	QPL	NA	Х	QPL	Х	Х	QPL	Х		
300	X	QPL	X	QPL	QPL	X	QPL	X	X	QPL	X		
375	Χ	QPL	NA	NA	QPL	Х	QPL	NA	X	QPL	NA		
450	X	QPL	X	NA	NA	X	QPL	X	X	QPL	X		
525	X	QPL	NA	NA	NA	X	QPL	NA	X	QPL	NA		
600	Χ	QPL	Χ	NA	NA	Х	QPL	Х	Х	QPL	X		
675	X	NA	NA	NA	NA	X	NA	NA	X	NA	NA		
750	X	QPL	X	NA	QPL	X	QPL	X	X	QPL	X		
900	Χ	QPL	Χ	NA	NA	Х	QPL	Х	Х	QPL	X		
1000	X	NA	X	NA	NA	X	NA	X	X	NA	X		
1200	X	NA	X	NA	NA	X	NA	X	X	NA	X		
1350	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA		
1500	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA		

Notes: PVC

PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior
CPP Corrugated Polypropylene Pipe with a Smooth Interior

Χ Permitted

QPL Permitted for the producers approved for that diameter in the Department's qualified product list Not Acceptable

NA

KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE Type 1 Type 2 Nominal Fill Height: 3' and less, Fill Height: Greater than 3', Diameter with 1' min. not exceeding 10' in. **RCCP CSP ESCP** PVC CPVC PΕ CPE CPP **RCCP** PVC CPE CPP **CSP ESCP** CPVC PΕ NA 3 Χ QPL Χ QPL NA *X QPL Χ QPL NA 10 Χ NA 1 Х 12 Χ Χ QPL Χ QPL QPL *X Χ QPL Χ QPL QPL IV NA Ш 1 15 IV NA NA Χ QPL NA QPL QPL Ш 1 *X Х QPL NA QPL QPL 18 NA Χ 2 Χ Х QPL QPL IV NA QPL Х QPL QPL Ш QPL Х QPL 21 Ш NA NA Χ QPL NA QPL NA Ш 2 Χ Х QPL NA NA Χ QPL QPL QPL 2 Χ Х QPL QPL QPL 24 Ш NA NA Χ Ш Χ 27 NA Χ NA Ш 3 Χ Χ NA NA NA NA NA NA NA NA 30 Х QPL Х QPL QPL Х Х QPL QPL QPL IV NA NA Ш 3 Х 33 Ш NA NA NA NA Ш NA Χ NA NA NA NA NA NA NA NA 36 Χ QPL Х QPL Χ QPL Χ QPL QPL Ш NA NA QPL Ш NA Χ QPL 42 Χ Χ NA Χ QPL QPL Χ Х NA Χ QPL Ш NA Ш NA 48 Χ Χ QPL QPL Х Х Χ QPL QPL Ш NA Х NA Ш NA NA 54 NA NA NA NA NA NA NA Ш NA NA NA NA NA NA NA

QPL

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NA

STORM SEWERS

NA NA RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

NA

CSP Concrete Sewer, Storm drain, and Culvert Pipe (number in column indicates strength class)

NA

QPL

NA

NA

NA

NA

NA

NA

NA

NA

ESCP Extra Strength Clay Pipe PVC Polyvinyl Chloride Pipe

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NA

NA

NA

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NA

NA

NA

NA

NA

CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior

PΕ Polyethylene Pipe

CPE Corrugated Polyethylene Pipe with a Smooth Interior CPP Corrugated Polypropylene Pipe with a Smooth Interior

Permitted Χ

60

66

72

78

84

90

96

102

108

QPL Permitted for the producers approved for that diameter in the Department's qualified product list

Not Acceptable NA

May also use Standard Strength Clay Pipe

STORM SEWERS (metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE Type 1 Type 2 Nominal Fill Height: 1 m and less, Fill Height: Greater than 1 m, Diameter with 300 mm min. not exceeding 3 m mm PVC **RCCP CSP ESCP** CPVC PΕ CPE CPP **RCCP PVC** CPVC CPE CPP **CSP ESCP** PΕ 250 NA 3 Χ QPL Χ QPL NA NA *X QPL Χ QPL NA Χ 1 Х 300 Χ Χ QPL Χ QPL QPL *X Χ QPL Χ QPL QPL IV NA Ш 1 *X 375 IV NA NA Χ QPL NA QPL QPL Ш 1 Х QPL NA QPL QPL 450 NA Χ 2 Χ Х Χ QPL QPL IV NA QPL Χ QPL QPL Ш QPL Χ Χ QPL 525 Ш NA NA QPL NA QPL NA Ш 2 Х QPL NA NA Χ QPL QPL QPL 2 Χ Χ QPL QPL QPL 600 Ш NA NA Χ Ш Χ 675 NA Χ NA Ш 3 Χ Χ NA NA NA NA NA NA NA NA 750 Х QPL Х QPL QPL Х Х QPL QPL QPL IV NA NA Ш 3 Х 825 Ш NA NA NA NA Ш NA Χ NA NA NA NA NA NA NA NA Χ QPL Х QPL QPL Χ Χ QPL Χ QPL QPL 900 Ш NA NA Ш NA QPL 1050 Χ Χ NA Χ QPL QPL NA Χ Х NA Χ QPL Ш NA Ш 1200 Х Χ Χ QPL QPL Х Х Χ QPL QPL Ш NA NA Ш NA NA 1350 NA NA NA NA NA NA NA Ш NA NA NA NA NA NA NA 1500 NA NA NA NA QPL QPL Ш NA QPL QPL Ш NA NA NA NA NA 1650 NA NA NA NA NA NA NA Ш NA NA NA NA NA NA NA 1800 NA NA NA NA NA NA Ш NA NA NA NA NA Ш NA NA NA 1950 NA NA NA NA NA Ш NA NA NA NA NA NA Ш NA NA NA 2100 NA Ш NA NA NA NA 2250 NA NA NA NA NA NA NA Ш NA NA NA NA NA NA NA

NA

NA

NA

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NA

NA NA RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

NA

CSP Concrete Sewer, Storm drain, and Culvert Pipe (number in column indicates strength class)

NA

ESCP Extra Strength Clay Pipe PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior

PΕ Polyethylene Pipe

Corrugated Polyethylene Pipe with a Smooth Interior CPE CPP Corrugated Polypropylene Pipe with a Smooth Interior

Permitted Χ

2400

2550

2700

QPL Permitted for the producers approved for that diameter in the Department's qualified product list

Not Acceptable NA

May also use Standard Strength Clay Pipe

NA

NA

NA

STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE Type 3 Type 4 Nominal Fill Height: Greater than 10' Fill Height: Greater than 15' Diameter not exceeding 15' not exceeding 20' in. PVC **RCCP CSP ESCP** CPVC CPE CPP **RCCP** PVC **CPVC** CPE CPP PΕ **CSP ESCP** PΕ NA 2 Χ QPL Χ QPL 3 Χ QPL Χ QPL 10 Χ NA NA Х NA 12 2 Χ Χ QPL Χ QPL QPL Χ QPL Χ QPL QPL Ш IV NA NA 15 Ш 3 Χ Χ QPL NA QPL QPL IV NA NA Χ QPL NA QPL QPL 18 Χ Χ Х QPL QPL Ш NA QPL Χ QPL QPL IV NA NA QPL Х 21 Ш NA NA Χ QPL NA QPL NA IV NA NA Х QPL NA NA NA Χ QPL QPL QPL Χ QPL QPL 24 Ш NA NA Χ IV NA NA Χ NA 27 NA Χ NA IV NA X NA NA NA NA NA NA NA NA 30 Х QPL QPL QPL Х QPL NA NA Χ IV NA NA QPL Х NA Ш 33 NA NA NA NA IV NA NA NA NA Ш NA NA NA NA NA NA 36 Χ QPL QPL QPL Χ QPL NA NA Χ QPL IV NA NA Χ NA 42 NA Χ NA Χ QPL IV Х NA Χ NA Ш NA NA NA NA NA 48 Χ QPL Х Χ Ш NA NA Х NA NA IV NA NA NA NA NA 54 Ш NA NA NA NA NA NA NA IV NA NA NA NA NA NA NA 60 NA NA QPL NA NA Ш NA NA NA NA IV NA NA NA NA NA 66 NA NA NA NA NA NA NA IV NA NA NA NA NA NA NA 72 NA NA IV Ш NA 78 NA NA NA NA NA NA NA NA NA Ш NA NA NA IV NA NA 84 NA IV NA Ш NA 90 NA NA NA NA NA NA NA 1680 NA NA NA NA NA NA NA Ш 96 Ш NA NA NA NA NA NA NA 1690 NA NA NA NA NA NA NA 102 1700 Ш NA 108 1360 NA NA NA NA NA NA NA 1710 NA NA NA NA NA NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.)

CSP Concrete Sewer, Storm drain, and Culvert Pipe (number in column indicates strength class)

ESCP Extra Strength Clay Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior

PE Polyethylene Pipe

CPE Corrugated Polyethylene Pipe with a Smooth Interior CPP Corrugated Polypropylene Pipe with a Smooth Interior

X Permitted

QPL Permitted for the producers approved for that diameter in the Department's qualified product list

STORM SEWERS (metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE Type 3 Type 4 Nominal Fill Height: Greater than 3 m, Fill Height: Greater than 4.5 m, Diameter not exceeding 4.5 m not exceeding 6 m mm **RCCP CSP ESCP** PVC CPVC CPE CPP **RCCP PVC** CPE CPP PΕ **CSP ESCP CPVC** PΕ 250 NA 2 QPL Χ QPL NA 3 Χ QPL Χ QPL NA Χ Χ NA Х 300 2 Χ Χ QPL Χ QPL QPL Χ QPL Χ QPL QPL IV NA NA Ш 375 Ш 3 Χ Χ QPL NA QPL QPL IV NA NA Χ QPL NA QPL QPL 450 Χ Χ Х Х QPL QPL Ш NA QPL Χ QPL QPL IV NA NA QPL 525 Ш NA NA Χ QPL NA QPL NA IV NA NA Х QPL NA NA NA Χ QPL QPL QPL Χ QPL QPL 600 Ш NA NA Χ IV NA NA Χ NA 675 NA Χ NA IV NA NA X NA NA NA NA NA NA NA NA Х QPL QPL QPL Х QPL 750 Ш NA NA Χ IV NA NA QPL Х NA 825 NA NA NA NA IV NA NA NA NA Ш NA NA NA NA NA NA Χ QPL QPL QPL Χ QPL 900 NA NA Χ QPL IV NA NA Χ NA 1050 NA Χ NA Χ QPL IV Х NA Χ NA NA NA NA NA NA 1200 Х QPL Х Χ Ш NA NA Χ NA NA IV NA NA NA NA NA 1350 Ш NA NA NA NA NA NA NA IV NA NA NA NA NA NA NA 1500 NA NA QPL IV NA NA NA Ш NA NA NA NA NA NA NA NA 1650 NA NA NA NA NA NA NA IV NA NA NA NA NA NA NA 1800 NA NA IV NA NA NA Ш NA NA NA NA NA NA NA NA NA 1950 NA Ш NA NA IV NA NA 2100 NA IV NA NA Ш NA 2250 NA NA NA NA NA NA NA 80 NA NA NA NA NA NA NA Ш 2400 Ш NA NA NA NA NA NA NA 80 NA NA NA NA NA NA NA 2550 NA 80 Ш NA 2700 70 NA NA NA NA NA NA NA 80 NA NA NA NA NA NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 25.4 micro-meter crack.)

CSP Concrete Sewer, Storm drain, and Culvert Pipe (number in column indicates strength class)

ESCP Extra Strength Clay Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior

PE Polyethylene Pipe

CPE Corrugated Polyethylene Pipe with a Smooth Interior CPP Corrugated Polypropylene Pipe with a Smooth Interior

X Permitted

QPL Permitted for the producers approved for that diameter in the Department's qualified product list

STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE

Nominal Diameter in.			Тур	e 5				Тур	oe 6		Type 7				
		Fill H	leight: Gr not exce		n 20',			eight: Gr	reater tha eding 30'	n 25',	Fill Height: Greater than 30', not exceeding 35'				
	RCCP	PVC	CPVC	PE	CPE	CPP	RCCP	PVC	CPVC	PE	RCCP	PVC	CPVC	PE	
10	NA	Χ	QPL	Χ	QPL	NA	NA	Х	QPL	Χ	NA	Χ	QPL	Χ	
12	IV	Χ	QPL	Χ	QPL	QPL	V	Х	QPL	Χ	V	Χ	QPL	Χ	
15	IV	Χ	QPL	NA	NA	QPL	V	Χ	QPL	NA	V	Χ	QPL	NA	
18	IV	Χ	QPL	Χ	NA	NA	V	Х	QPL	Χ	V	Χ	QPL	Χ	
21	IV	Χ	QPL	NA	NA	NA	V	Х	QPL	NA	V	Χ	QPL	NA	
24	IV	Χ	QPL	Χ	NA	NA	V	X	QPL	Χ	V	Χ	QPL	Χ	
27	IV	Χ	NA	NA	NA	NA	V	Х	NA	NA	V	Χ	NA	NA	
30	IV	Χ	QPL	Χ	NA	QPL	V	Х	QPL	Χ	V	Χ	QPL	Χ	
33	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA	
36	IV	Χ	QPL	Χ	NA	NA	V	Х	QPL	Χ	V	Χ	QPL	Χ	
42	IV	Χ	NA	Χ	NA	NA	V	Х	NA	Χ	V	Χ	NA	Χ	
48	IV	Χ	NA	Χ	NA	NA	V	Χ	NA	Χ	V	Χ	NA	Χ	
54	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA	
60	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA	
66	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA	
72	V	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA	
78	2020	NA	NA	NA	NA	NA	2370	NA	NA	NA	2730	NA	NA	NA	
84	2020	NA	NA	NA	NA	NA	2380	NA	NA	NA	2740	NA	NA	NA	
90	2030	NA	NA	NA	NA	NA	2390	NA	NA	NA	2750	NA	NA	NA	
96	2040	NA	NA	NA	NA	NA	2400	NA	NA	NA	2750	NA	NA	NA	
102	2050	NA	NA	NA	NA	NA	2410	NA	NA	NA	2760	NA	NA	NA	
108	2060	NA	NA	NA	NA	NA	2410	NA	NA	NA	2770	NA	NA	NA	

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.)

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior

PE Polyethylene Pipe

CPE Corrugated Polyethylene Pipe with a Smooth Interior CPP Corrugated Polypropylene Pipe with a Smooth Interior

X Permitted

QPL Permitted for the producers approved for that diameter in the Department's qualified product list

STORM SEWERS (metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE

			ıγP	e 5				ı yp	oe 6		Type 7				
Nominal Diameter			eight: Gre				Fill He		ater than a	7.5 m,	Fill Height: Greater than 9 m, not exceeding 10.5 m				
mm	RCCP	PVC	CPVC	PE	CPE	CPP	RCCP	PVC	CPVC	PE	RCCP	PVC	CPVC	PE	
250	NA	Х	QPL	Х	QPL	NA	NA	Х	QPL	Х	NA	Х	QPL	Х	
300	IV	Χ	QPL	Χ	QPL	QPL	V	Χ	QPL	Χ	V	Χ	QPL	Χ	
375	IV	Χ	QPL	NA	NA	QPL	V	Χ	QPL	NA	V	Χ	QPL	NA	
450	IV	Χ	QPL	Χ	NA	NA	V	Χ	QPL	Χ	V	Χ	QPL	Χ	
525	IV	Χ	QPL	NA	NA	NA	V	Χ	QPL	NA	V	Χ	QPL	NA	
600	IV	Χ	QPL	Χ	NA	NA	V	Χ	QPL	Χ	V	Χ	QPL	Χ	
675	IV	Χ	NA	NA	NA	NA	V	Χ	NA	NA	V	Х	NA	NA	
750	IV	Χ	QPL	Χ	NA	QPL	V	Χ	QPL	Χ	V	Χ	QPL	Χ	
825	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA	
900	IV	Χ	QPL	Χ	NA	NA	V	Χ	QPL	Χ	V	Χ	QPL	Χ	
1050	IV	Χ	NA	Χ	NA	NA	V	Χ	NA	Χ	V	Χ	NA	Χ	
1200	IV	Χ	NA	Χ	NA	NA	V	Χ	NA	Χ	V	Χ	NA	Χ	
1350	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA	
1500	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA	
1650	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA	
1800	V	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA	
1950	100	NA	NA	NA	NA	NA	110	NA	NA	NA	130	NA	NA	NA	
2100	100	NA	NA	NA	NA	NA	110	NA	NA	NA	130	NA	NA	NA	
2250	100	NA	NA	NA	NA	NA	110	NA	NA	NA	130	NA	NA	NA	
2400	100	NA	NA	NA	NA	NA	120	NA	NA	NA	130	NA	NA	NA	
2550	100	NA	NA	NA	NA	NA	120	NA	NA	NA	130	NA	NA	NA	
2700	100	NA	NA	NA	NA	NA	120	NA	NA	NA	130	NA	NA	NA	

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 25.4 micro-meter crack.)

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe with a Smooth Interior

PE Polyethylene Pipe

CPE Corrugated Polyethylene Pipe with a Smooth Interior CPP Corrugated Polypropylene Pipe with a Smooth Interior

X Permitted

QPL Permitted for the producers approved for that diameter in the Department's qualified product list

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

"1040.03 Polyvinyl Chloride (PVC) Pipe. Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The pipe shall meet the following additional requirements."

Revise Article 1040.04(b) of the Standard Specifications to read:

"(b) Corrugated PE Pipe with a Smooth Interior. The manufacturer shall be listed as compliant through the NTPEP program and the pipe shall be according to AASHTO M 294 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D."

Revise the first paragraph of Article 1040.04(d) of the Standard Specifications to read:

"(d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350."

Revise the first paragraph of Article 1040.08 of the Standard Specifications to read:

"1040.08 Polypropylene (PP) Pipe. Storage and handling shall be according to the manufacturer's recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The pipe shall meet the following additional requirements."

80434

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: March 2, 2019

<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 the Contractor signs with a subcontractor.

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

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

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

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

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

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

<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 a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the

bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.

(c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "DOT.DBE.UP@illinois.gov" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) <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 emailed to the Department at <u>DOT.DBE.UP@illinois.gov</u>.
- (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, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) <u>SUBCONTRACT</u>. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) <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) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness:
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.

- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.
 - When a DBE is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.
- (f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) <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 may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

HOT-MIX ASPHALT (BDE)

Effective: January 1, 2022 Revised: August 1, 2022

Replace Article 1030.09(g)(1) of the Standard Specifications with the following:

"(1) The Contractor shall sample approximately 150 lb (70 kg) of mix as required for the Department's random mixture verification tests according to Article 1030.09(h)(1)."

Replace the second sentence of Article 1030.09(h)(1) of the Standard Specifications with the following:

"The Engineer will randomly identify one sample for each 3,000 tons (2,720 metric tons) of mix, with a minimum of one sample per mix. If the remaining mix quantity is 600 tons (544 metric tons) or less, the quantity will be combined with the previous 3,000 tons (2,720 metric tons) in the Engineer's random sample identification. If the required tonnage of a mixture for a single pay item is less than 250 tons (225 metric tons) in total, the Engineer will waive mixture verification tests."

Add the following to the end of the third paragraph of Article 1030.09(h)(2) of the Standard Specifications:

"The HMA maximum theoretical specific gravity (G_{mm}) will be based on the Department mixture verification test. If there is more than one Department mixture verification G_{mm} test, the G_{mm} will be based on the average of the Department test results."

Add the following paragraph between the third and four paragraphs of Article 1030.10 of the Standard Specifications:

"When a test strip is not required, each HMA mixture with a quantity of 3,000 tons (2,750 metric tons) or more shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4)."

PORTLAND CEMENT CONCRETE - HAUL TIME (BDE)

Effective: July 1, 2020

Revise Article 1020.11(a)(7) of the Standard Specifications to read:

"(7) Haul Time. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work. The maximum haul time shall be as follows.

Concrete Temperature at Point of Discharge,		Haul Time ^{1/} utes)
°F (°C)	Truck Mixer or Truck Agitator	Nonagitator Truck
50 - 64 (10 - 17.5)	90	45
> 64 (> 17.5) - without retarder	60	30
> 64 (> 17.5) - with retarder	90	45

^{1/} To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer."

RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)

Effective: December 1, 1986 Revised: January 1, 2022

<u>Description</u>. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Illinois Central Railroad Company Leland Building 527 East Capitol Ave Springfield, IL 62701	2 MAX LIKELY 79	14 MAX LIKELY 79

Class 1 RR (Y or N): Y DOT/AAR No.: 295066P

DOT/AAR No.: 295066P RR Mile Post: 295.50 RR Sub-Division: Centralia

For Freight/Passenger Information Contact: Nick Burwell Phone: (319)236-9205
For Insurance Information Contact: Nick Burwell Phone: (319)236-9205

Class 1 RR (Y or N):

DOT/AAR No.: RR Mile Post: RR Division: RR Sub-Division:

For Freight/Passenger Information Contact:

For Insurance Information Contact:

Phone:

<u>Basis of Payment</u>. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

following:

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

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

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: November 1, 2021

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

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

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

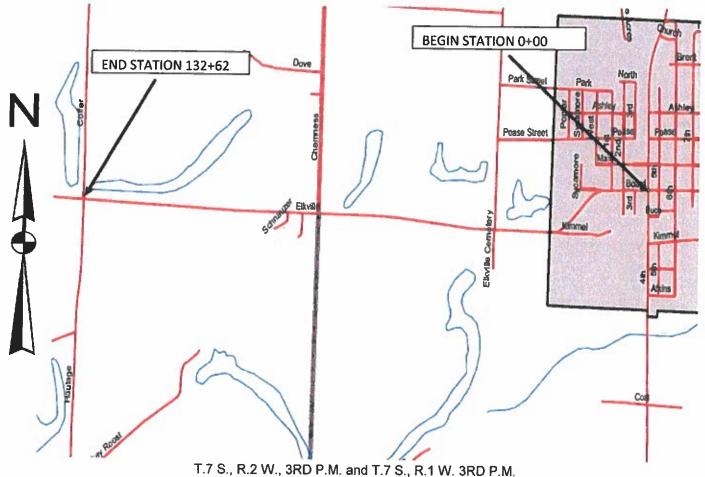
WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within working days.

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PLANS FOR PROPOSED SURFACE TRANSPORTATION RURAL PROGRAM

FAS 1916 (ELKVILLE RD) SECTION 19-00182-00-RS JACKSON COUNTY PROJECT NO 1D7S(345) JOB NO. C-99-053-20 CONTRACT NO. 99675



MAP NOT TO SCALE

NET LENGTH OF SECTION = 2.5 MILES

CLASSIFICATION: MAJOR COLLECTOR

ADT(20): 1570

DESIGN SPEED: 55 MPH

MITCH BURDICK REGISTERED ILLINOIS LICEMONEDIDE OF SENDINGER NO. 506 1959 459

EXPIRES 14/30/2023015

ILLINOIS DEP	ARTMENT OF TRANSPORTATION
Approved	01/25/2022
_	MAT TE
	Jackson County Engineer
Passed	6/1/22
_	22
	District 9 Engineer of Local Roads & Streets
Releasing for Bid	7874.2 226
Based on Limited	
Review_	6/1/22
-	Region 5 Engineer

Jackson County FAS 1916 (Elkville Rd) Section 19-00182-00-RS Project No. 1D7S(345) Contract 99675 Sheet 2 of 38

INDEX OF SHEETS

SHEET NO.	CONTENTS
1	COVER SHEET
2	INDEX OF SHEETS AND SUMMARY OF QUANTITIES
3	SUMMARY OF QUANTITIES
4	TYPICAL SECTION 0+00 TO 8+85
5	TYPICAL SECTION STA 8+85 TO 24+55
6	TYPICAL SECTION 24+55 TO 132+62
7	BUTT JOINT 0+00 AND 132+62
8	TYPICAL SIDE ROAD AND ENTRANCES
9	SIDEWALK LOCATION AND SCHEDULE
10	CROSSWALK APPROACH 3+47 RT
11	CROSSWALK APPROACH 3+47 LT
12	CROSSWALK APPROACH 6+24 RT
13	CROSSWALK APPROACH 6+24 LT
14	CROSSWALK MARKING DETAIL
15	MIXTURE REQUIREMENTS/PAVEMENT MARKING SCHEDULE
16-38	HIGHWAY STANDARDS

HIGHWAY STANDARDS:

424001-11 PERPENDICULAR CURB RAMPS FOR SIDEWALKS

424021-06 DEPRESSED CORNER FOR SIDEWALKS

424026-03 ENTRANCE/ALLEY PEDESTRIAN CROSSINGS

542001-06 CONCRETE END SECTIONS FOR PIPE CULVERTS 15" THRU 84"

701006-05 OFF ROAD OPERATIONS 2L, 2W, 4.5M(15") TO 600 MM (24") FROM PAVEMENT EDGE

701011-04 OFF ROAD MOVING OPERATIONS 2L, 2W, DAY ONLY

701301-04 LANE CLOSURE 2L, 2W, SHORT TIME OPERATIONS

701306-04 LANE CLOSURE 2L, 2W, SLOW MOVING OPERATIONS -DAY ONLY FOR SPEEDS >/= 45 MPH

701311-03 LANE CLOSURE 2L, 2W, MOVING OPERATIONS, DAY ONLY

701326-04 LANE CLOSURE 2L, 2W, PAVEMENT WIDENING FOR SPEEDS >/= 45 MPH

701901-08 TRAFFIC CONTROL DEVICES

780001-05 TYPICAL PAVEMENT MARKINGS

781001-04 TYPICAL RAISED REFLECTIVE PAVEMENT MARKERS

Jackson County
FAS 1916 (Elkville Rd)
Section 19-00182-00-RS
Project No. 1D7S(345)
Contract 99675
Sheet 3 of 38

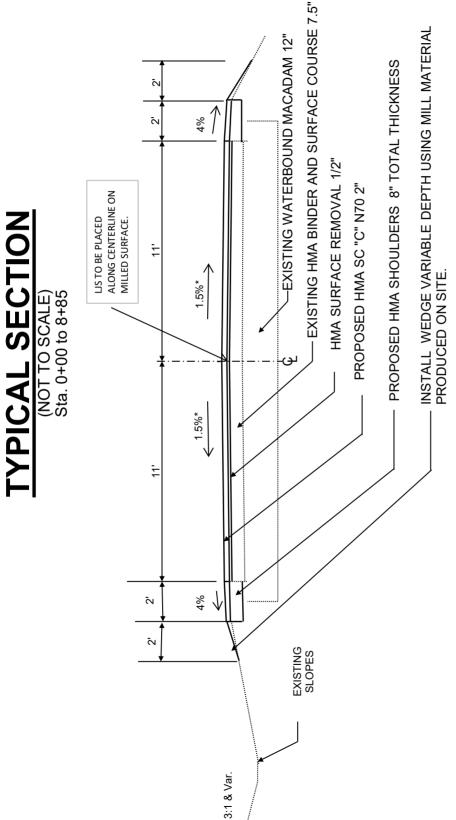
SUMMARY OF QUANTITIES

Ī	CODE NO.	ITEM	UNIT	QUANTITY
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1
*	Z0048665	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1
	20800150	TRENCH BACKFILL	CU YD	0.5
	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	14,588
	40600370	LONGITUDINAL JOINT SEALANT	FOOT	13,262
*	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	427
	40604052	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N70	TON	3,631
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	360
	42400800	DETECTABLE WARNINGS	SQ FT	40
*	44000151	HOT-MIX ASPHALT SURFACE REMOVAL, 1/2"	SQ YD	32,418
	44000600	SIDEWALK REMOVAL	SQ FY	204
*	48203100	HOT-MIX ASPHALT SHOULDERS	TON	1,729
	542D0217	PIPE CULVERTS, CLASS D, TYPE 1 12"	FOOT	24
	54261415	CONCRETE END SECTION, STANDARD 542001, 15", 1:4	EA	1
	60255500	MANHOLES TO BE ADJUSTED	EA	2
	67100100	MOBILIZATION	L SUM	1
	70300100	SHORT TERM PAVEMENT MARKING	FOOT	2,652
	70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	442
	78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	33,130
Δ	78004250	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 12"	FOOT	90
Δ	78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	166
Δ	78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	166

^{*}SPECIAL PROVISION

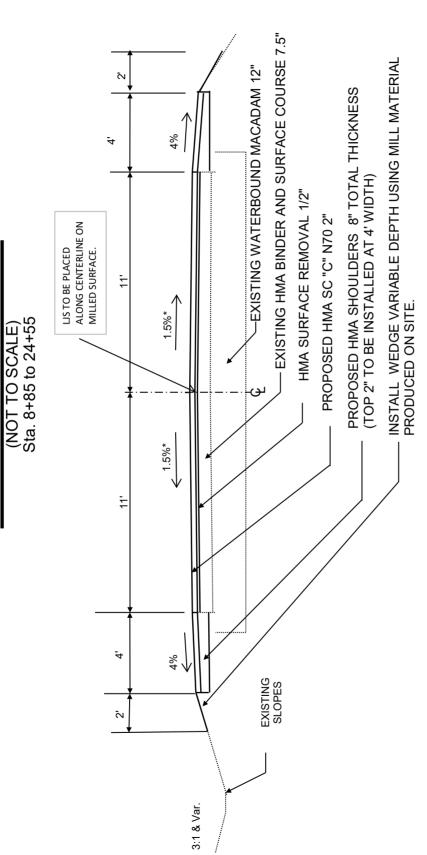
 $[\]triangle \, \mathsf{SPECIALTY} \, \mathsf{ITEMS}$

3:1 & Var.



* 1.56% CROSS SLOPE IN TANGENT

Jackson County
FAS 1916 (Elkville Rd)
Section 19-00182-00-RS
Project No. 1D7S(345)
Contract 99675
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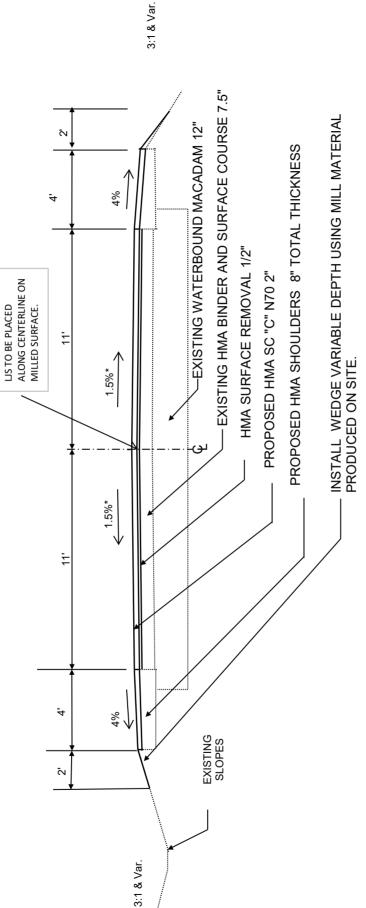


TYPICAL SECTION

3:1 & Var.

* 1.56% CROSS SLOPE IN TANGENT

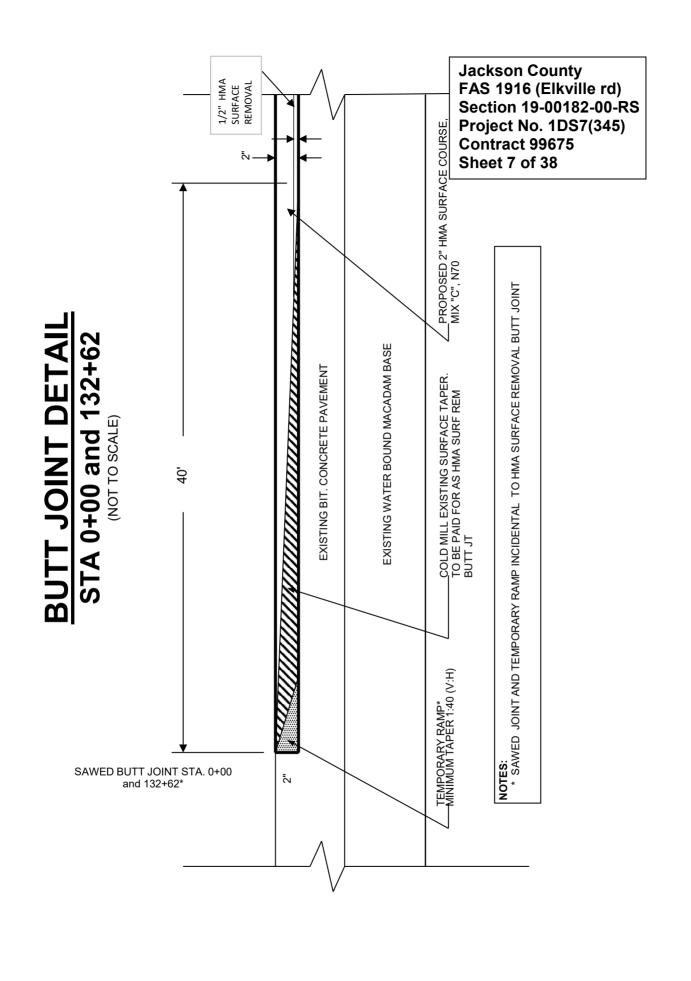
Jackson County
FAS 1916 (Elkville Rd)
Section 19-00182-00-RS
Project No. 1D7S (345)
Contract 99675
Sheet 6 of 38



TYPICAL SECTION

(NOT TO SCALE) Sta. 24+55 to 132+62

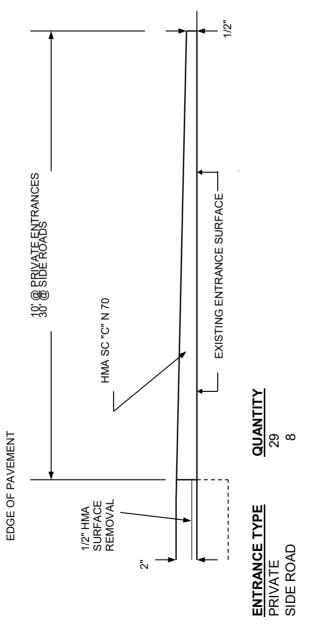
* 1.56% CROSS SLOPE IN TANGENT



TYPICAL PRIVATE AND SIDE ROAD ENTRANCE DETAIL

STA 0+00 TO STA 132+62

(NOT TO SCALE)



Jackson County FAS 1916 (Elkville rd) Section 19-00182-00-RS Project No. 1D7S(345) Contract 99675 Sheet 8 of 38

1) WIDTH IS VARIABLE AND SHALL INCLUDE RADII AS DIRECTED BY THE ENGINEER.

RESURFACE TO DISTANCES SHOWN OR AS DIRECTED BY ENGINEER.
PREPARATION OF THE EXISTING SURFACE AND ANY EXCAVATION FOR ENTRANCES SHALL BE IN ACCORDANCE WITH

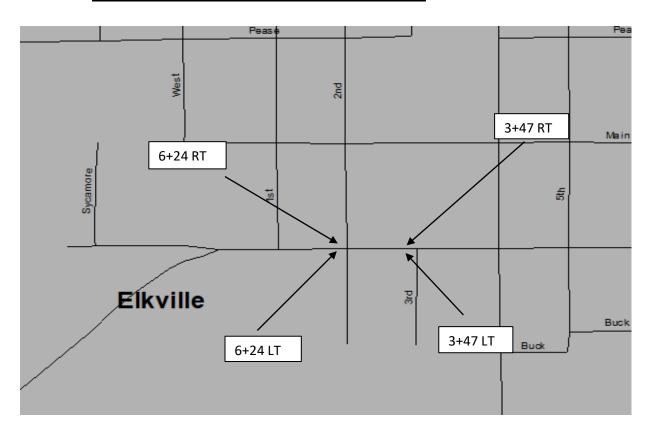
ARTICLE 406.05 OF THE STANDARD SPECIFICATIONS.
5) TOTAL ESTIMATED QUANTITY OF HMA SHOULDERS = 130 TONS

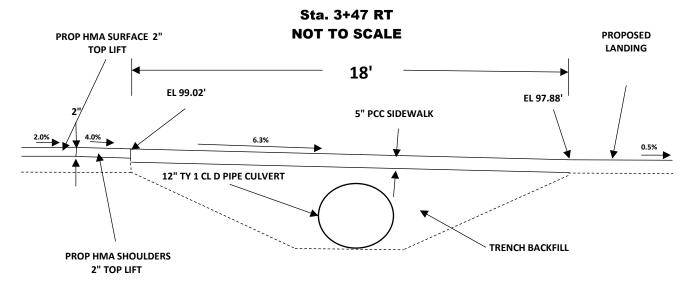
SIDEWALK SCHEDULE

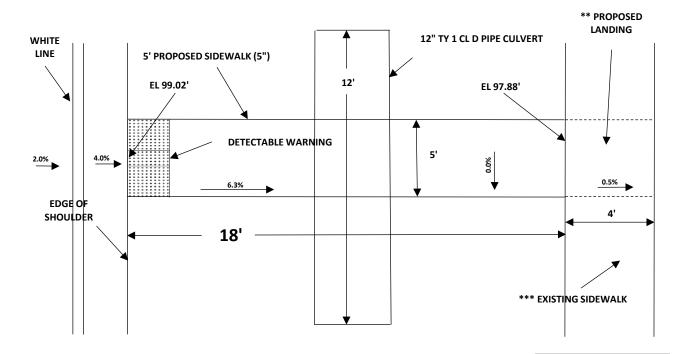
Jackson County FAS 1916 (Elkville rd) Section 19-00182-00-RS Project No. 1D7S(345) Contract 99675 Sheet 9 of 38

LOCATION	PCC SIDEWALK SF	DETECTABLE WARNING SF	SIDEWALK REMOVAL SF	PIPE CULVERT FT	CLASS	SIZE	TYPE
3+47 RT	90	10	72	12'	С	12"	1
3+47 LT	90	10	76	END SEC	Α	15"	1
6+24 RT	90	10	40	12'	С	12"	1
6+24 LT	90	10	16	1	-	-	-

MANHOLE ADJUSTMENTS		
4+60 RT		
7+50 RT		

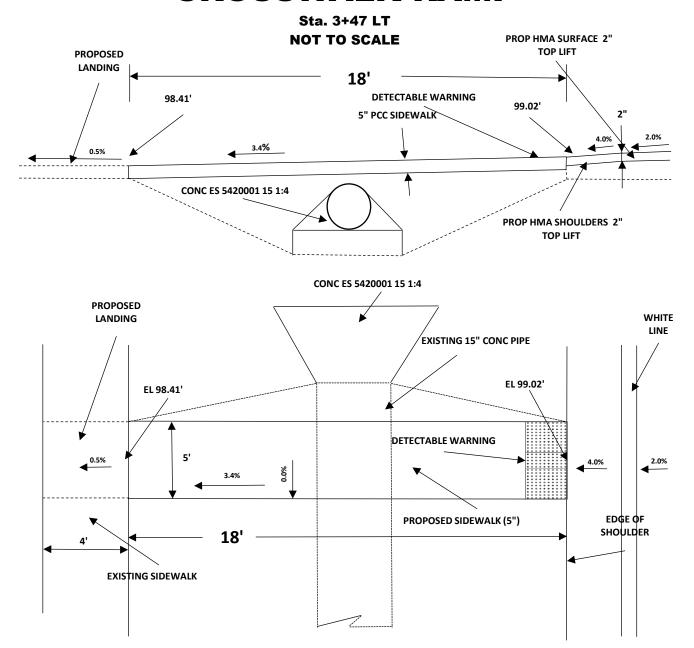






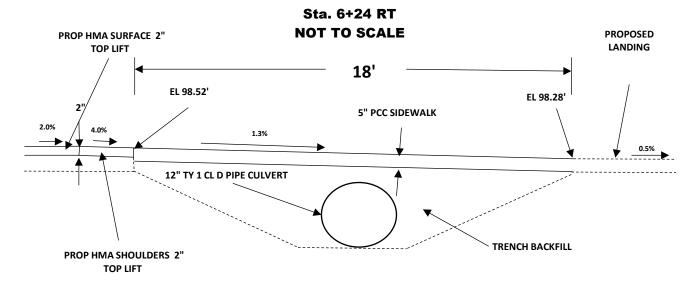
- * ALL ELEVATIONS ARE RELATIVE TO TEMPORARY BENCHMARK SET IN SE CONCRETE PAD STA 5+25, 88' RT (EL 100.00)
- ** PROPOSED RAMPS TIE INTO EXISTING SIDEWALK (4' WIDTH)
- *** LANDING IS EXISTING SIDEWALK (4' WIDTH)

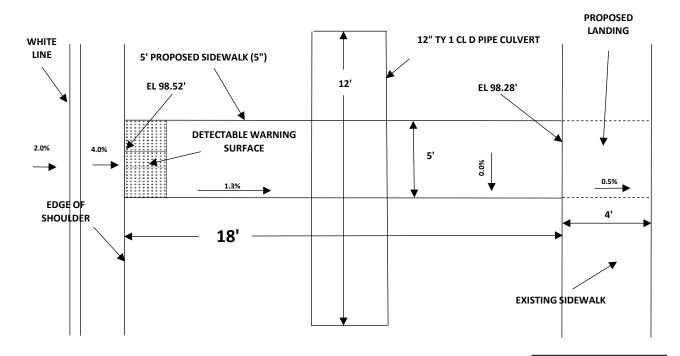
Jackson County
FAS 1916 (Elkville Rd)
Section 19-00182-00-RS
Project No. 1D7S (345)
Contract 99675
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- * ALL ELEVATIONS ARE RELATIVE TO TEMPORARTY BENCHMARK SET IN CONCRETE PAD STA 5+25, 88' RT (EL 100.00)
- ** PROPOSED RAMPS TIE INTO EXISTING SIDEWALK (4' WIDTH)
- *** LANDING IS EXISTING SIDEWALK (4' WIDTH)

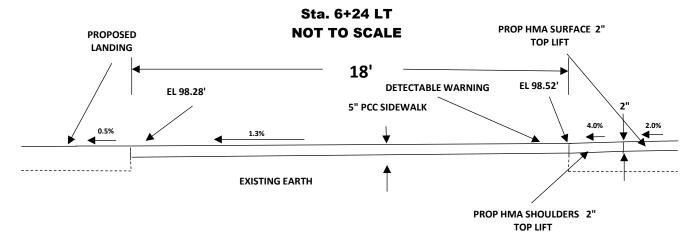
Jackson County
FAS 1916 (Elkville Rd)
Section 19-00182-00-RS
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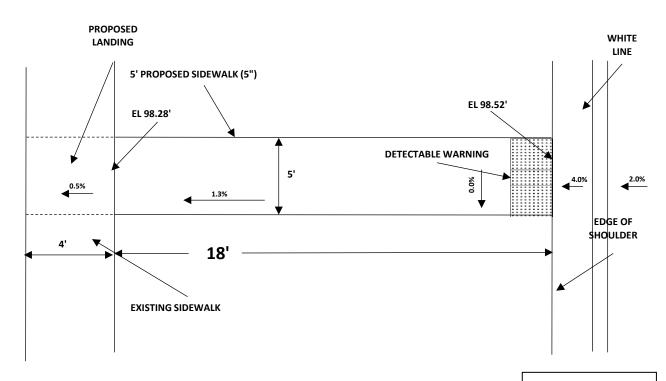




- * ALL ELEVATIONS ARE RELATIVE TO TEMPORARY BENCHMARK SET IN CONCRETE STA 5+25, 88' RT (EL 100.00)
- ** PROPOSED RAMPS TIE INTO EXISTING SIDEWALK (4' WIDTH)
- *** LANDING IS EXISTING SIDEWALK (4' WIDTH)

Jackson County
FAS 1916 (Elkville Rd)
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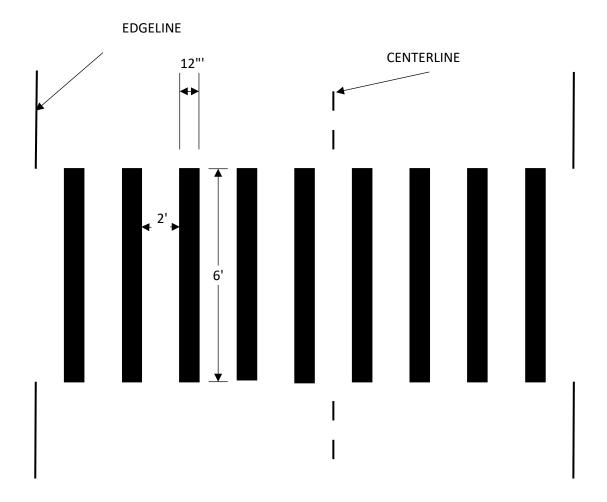


- * ALL ELEVATIONS ARE RELATIVE TO TEMPORARY BENCHMARK SET IN CONCRETE PAD STA 5+25, 88' RT (EL 100.00)
- ** PROPOSED RAMPS TIE INTO EXISTING SIDEWALK (4' WIDTH)
- *** LANDING IS EXISTING SIDEWALK (4' WIDTH)

Jackson County
FAS 1916 (Elkville Rd)
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CROSSWALK MARKING DETAIL

Sta. 3+47, 6+24 NOT TO SCALE



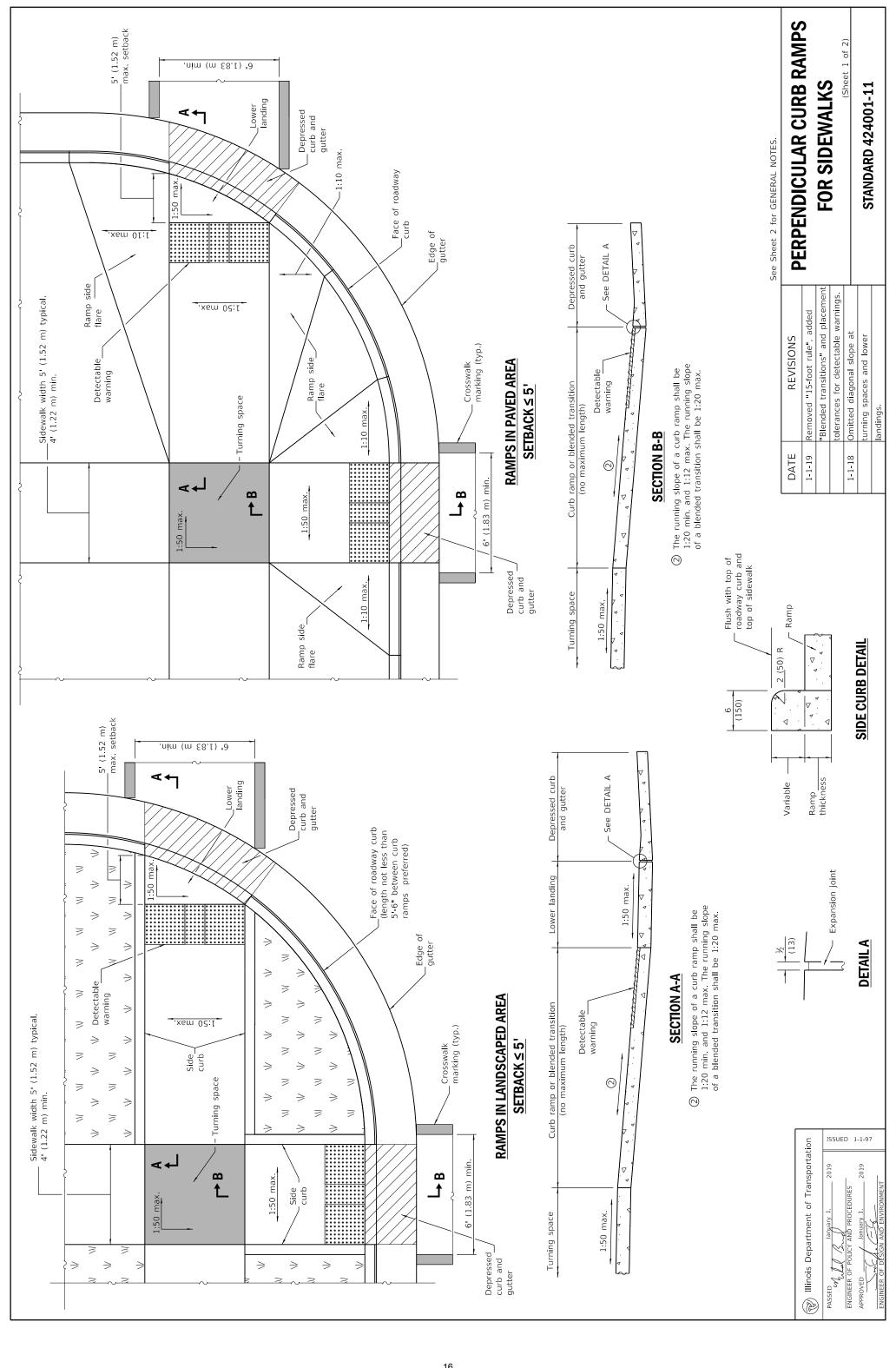
FAS 1916 (Elkville Rd)
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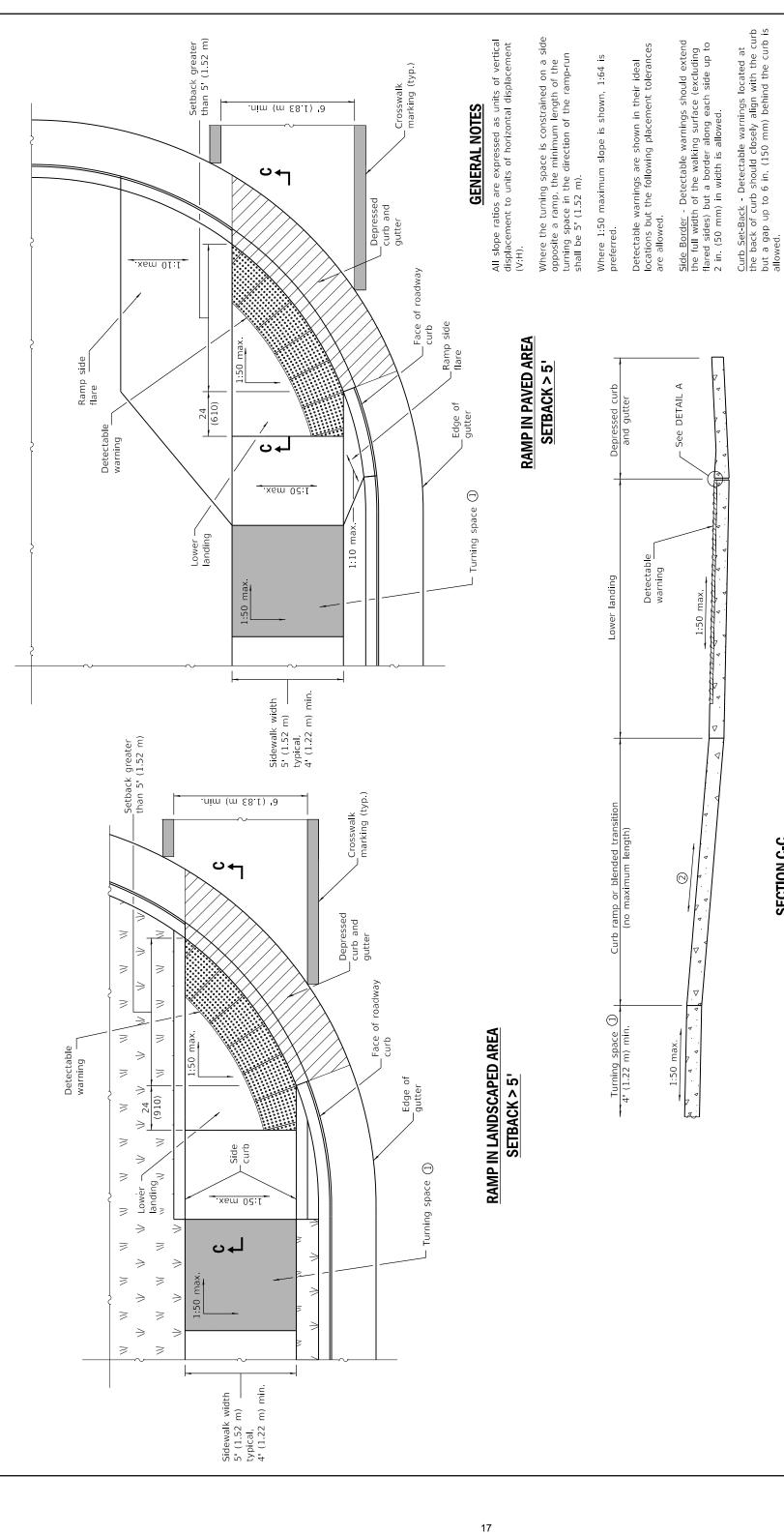
Jackson County
FAS 1916 (Elkville rd)
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MIXTURE REQUIREMENTS		
LOCATIONS:	ELKVILLE RD	
MIXTURE USES:	HOT-MIX ASPHALT SURFACE COURSE MIX "C" N70	
	HMA SHOULDER (TOP LIFT), P.E., S.R., MAIL BOX TURN-OUT	
AC/PG:	PG 64-22	
RAP % (MAX):	10%	
DESIGN AIR VOIDS:	4% @ Ndes 70	
MIXTURE COMPOSITION	IL 9.5 or IL 12.5	
(GRADATION COMPOSTION):		
FRICTION AGGREGATE:	MIXTURE C	
MIXTURE WEIGHTS:	112 LBS/SY/INCH THICKNESS	

MIXTURE REQUIREMENTS		
LOCATIONS:	ELKVILLE RD	
MIXTURE USES:	HOT-MIX ASPHALT SHOULDERS (BOTTOM LIFT)	
AC/PG:	PG 64-22	
RAP % (MAX):	25%	
DESIGN AIR VOIDS:	4% @ Ndes 30	
MIXTURE COMPOSITION	IL 9.5, IL 12.5, or IL 19.0	
(GRADATION COMPOSTION):		
FRICTION AGGREGATE:	NONE	
MIXTURE WEIGHTS:	112 LBS/SY/INCH THICKNESS	

SCHEDULE OF PAVEMENT MARKING LINE 4" (LIN. FT.)			
LOCATION	WHITE EDGE LINE	YELLOW CENTERLINE	
0+52 TO 151+00	26525	6605	
PREF PL PM TB INL L 12 (LIN. FT.)			
3+47, 6+24	3+47, 6+24 90		





SECTION C-C

- \bigcirc This turning space not required for blended
- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

- transitions

(Repartment of Transportation

2019

PASSED

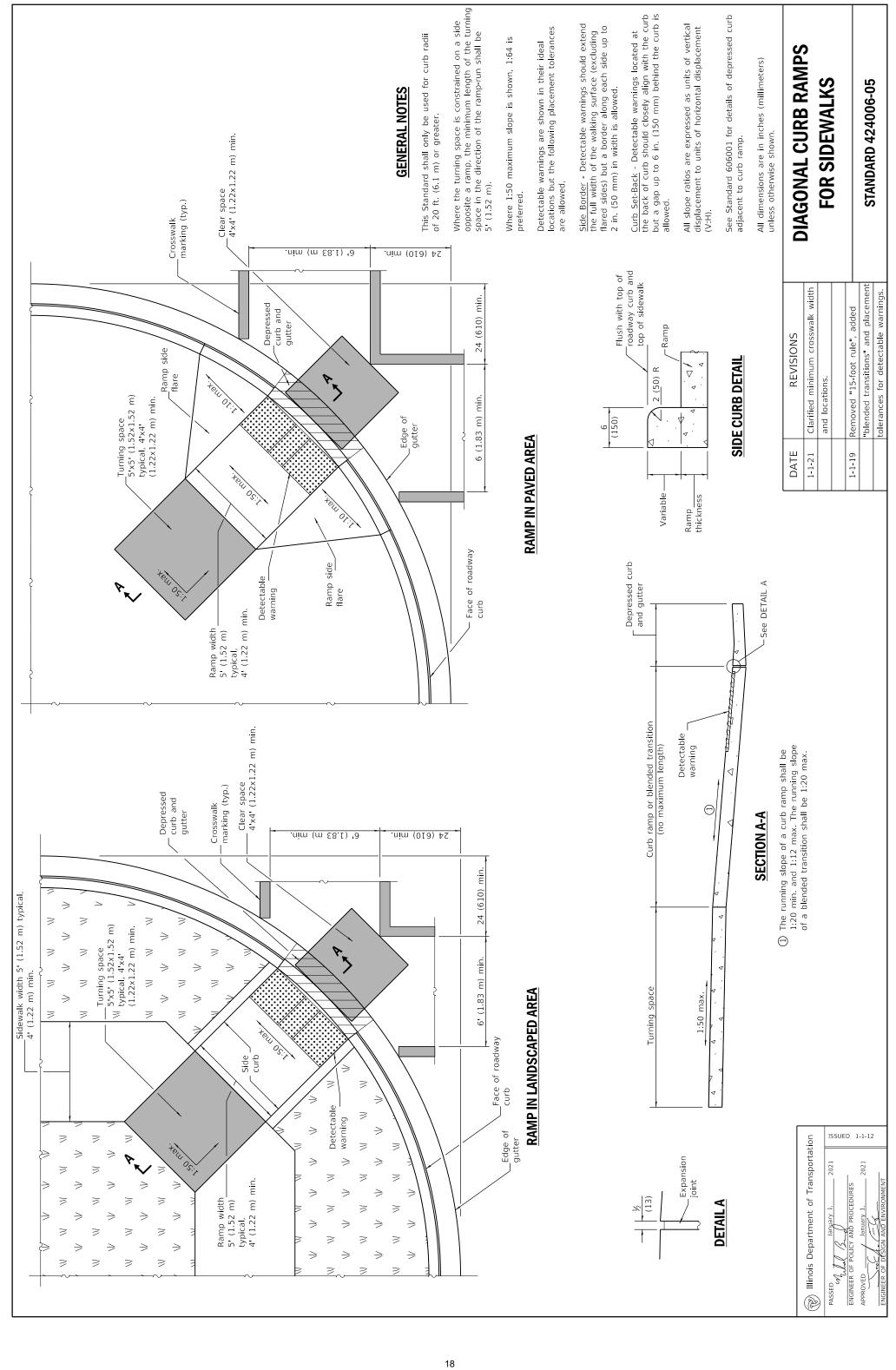
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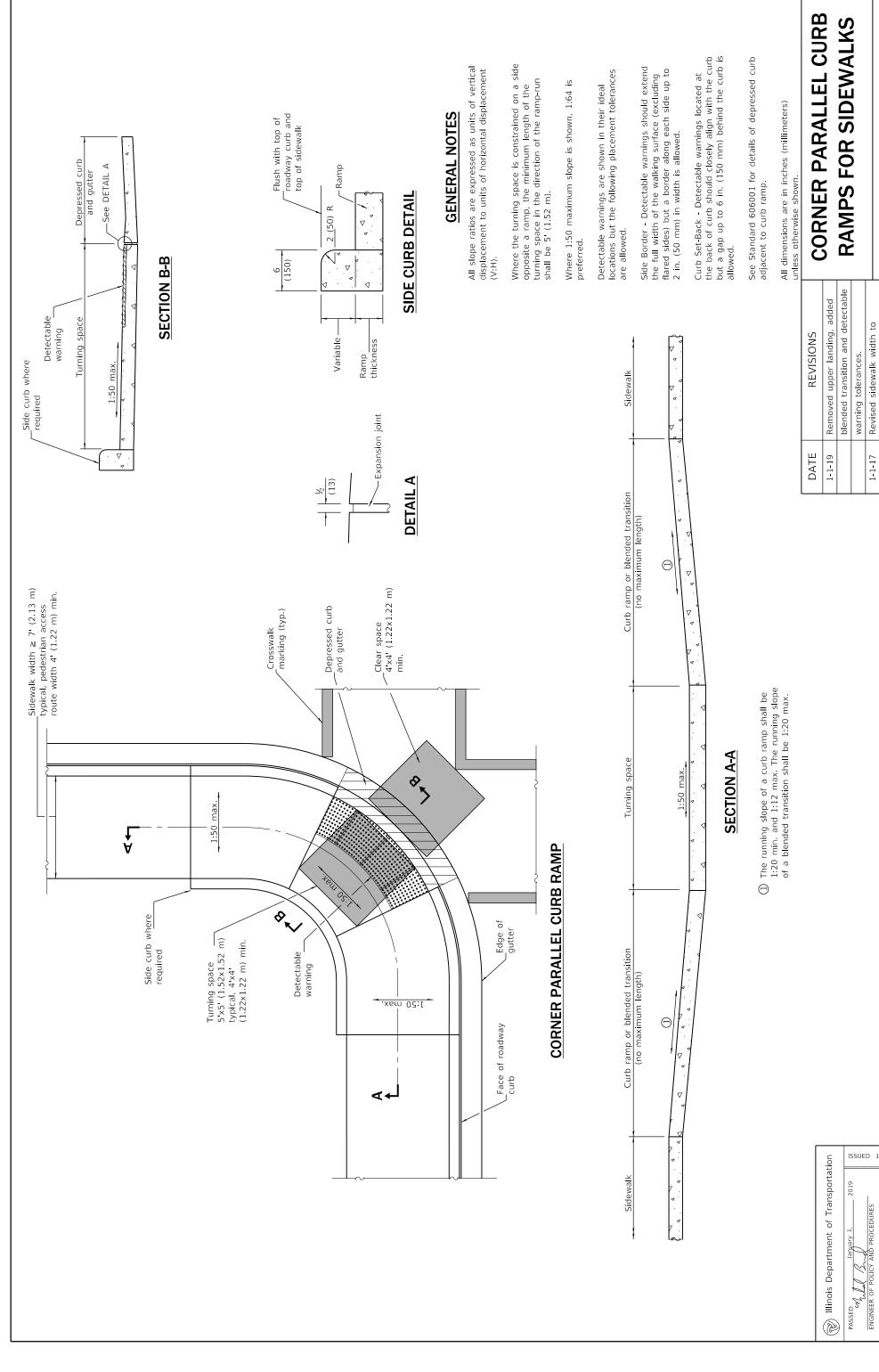
BAGINEER OF POLICY AND F

PERPENDICULAR CURB RAMPS of 2) **FOR SIDEWALKS**

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

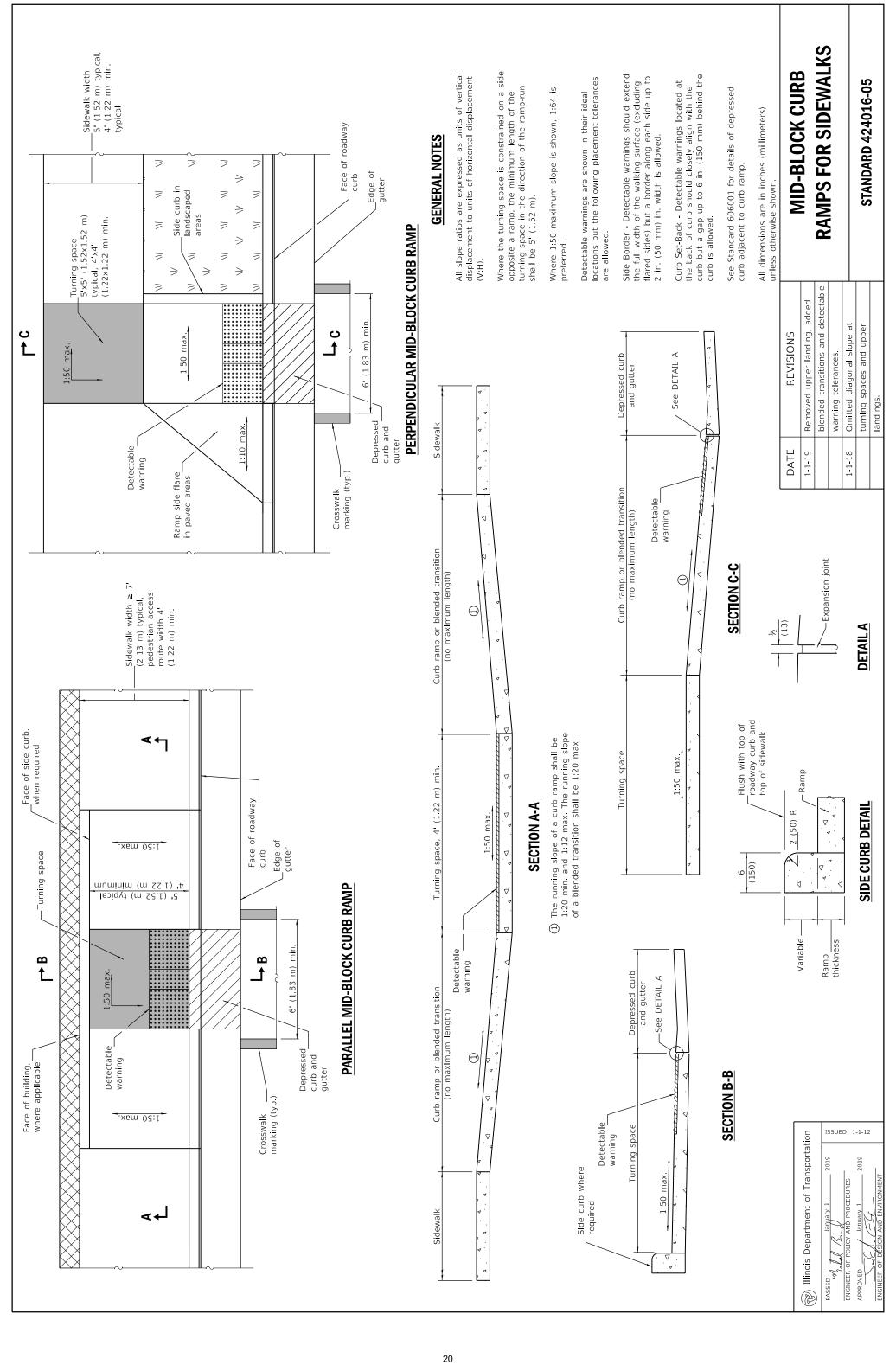


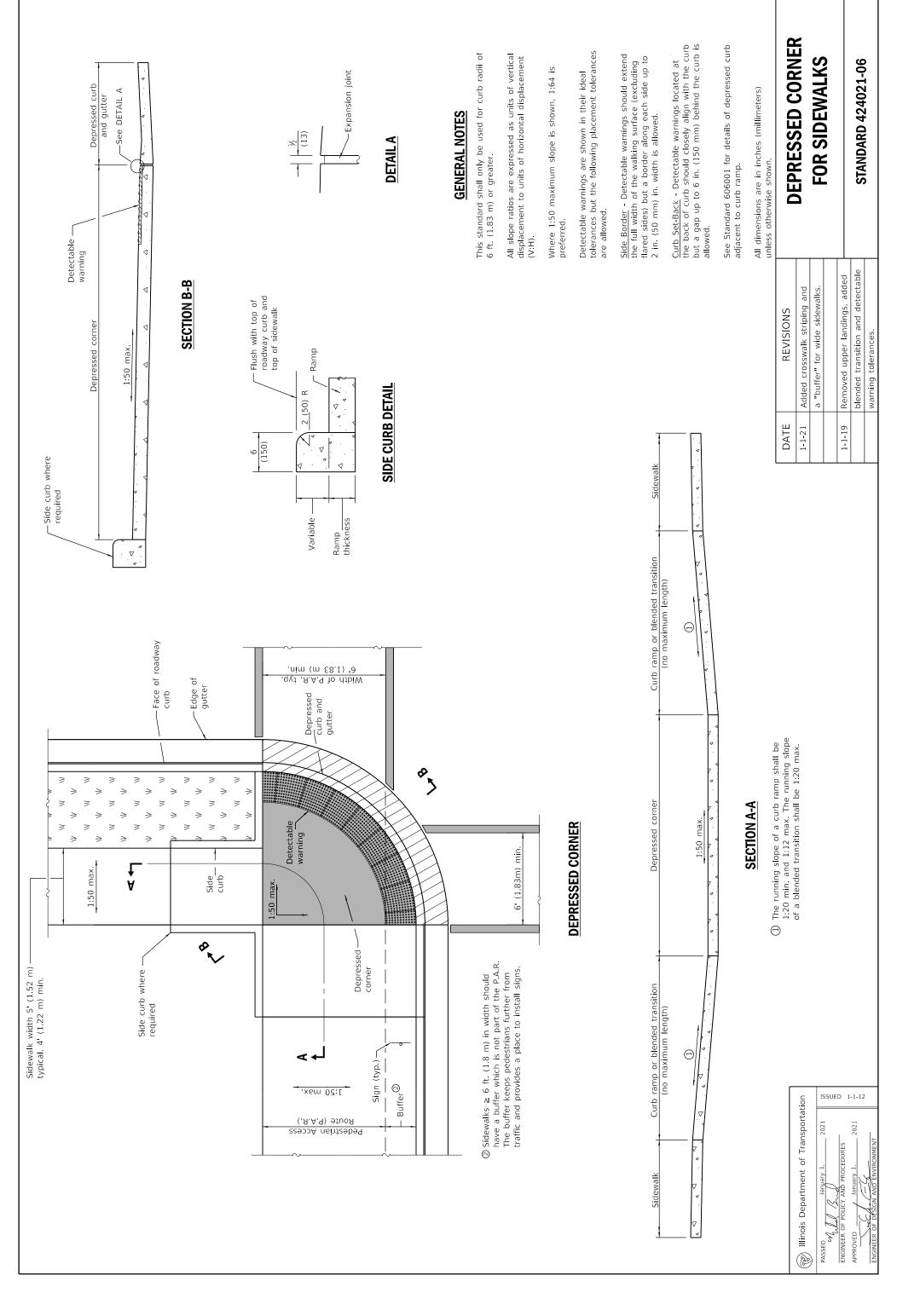


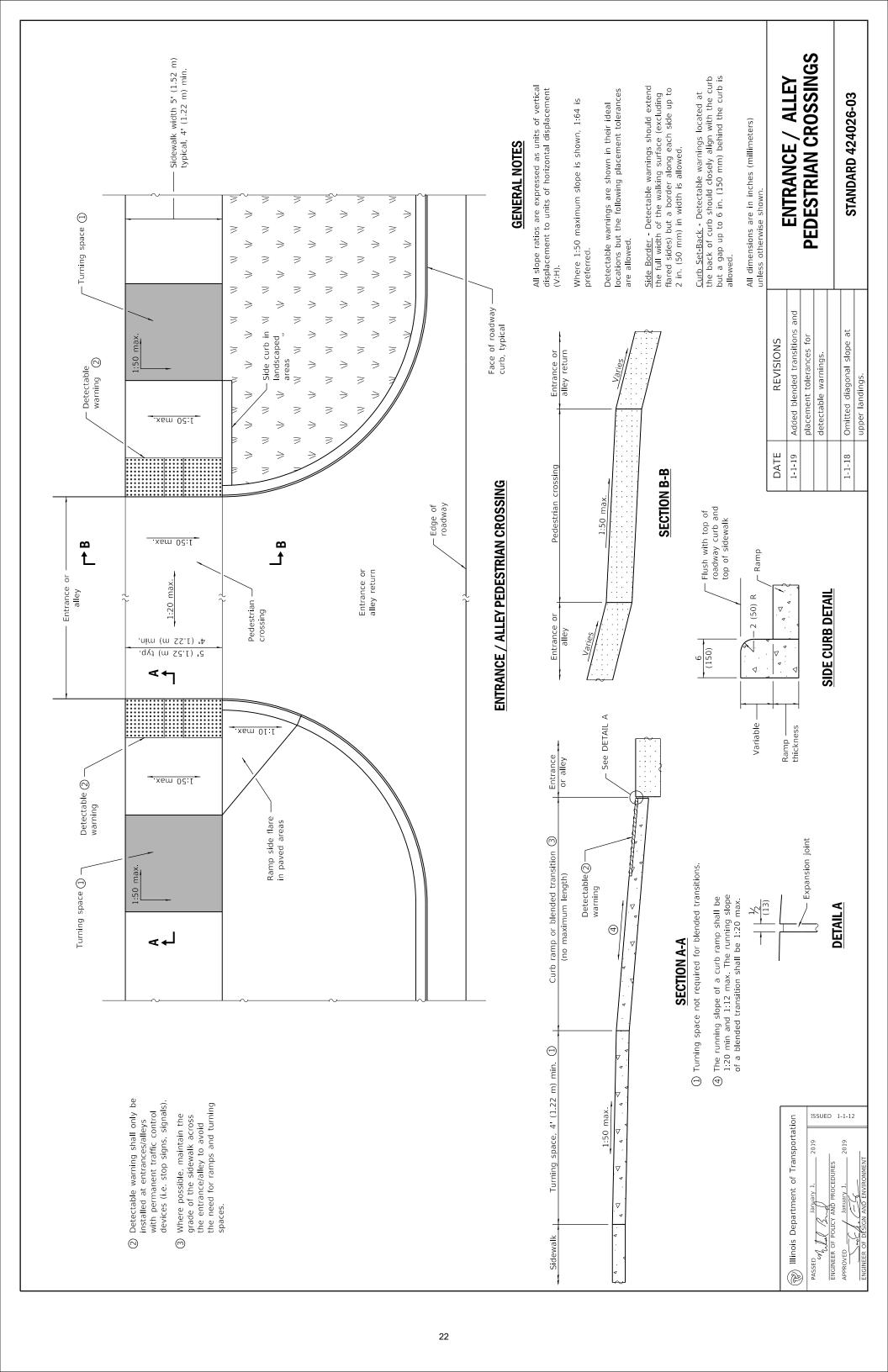
STANDARD 424011-04

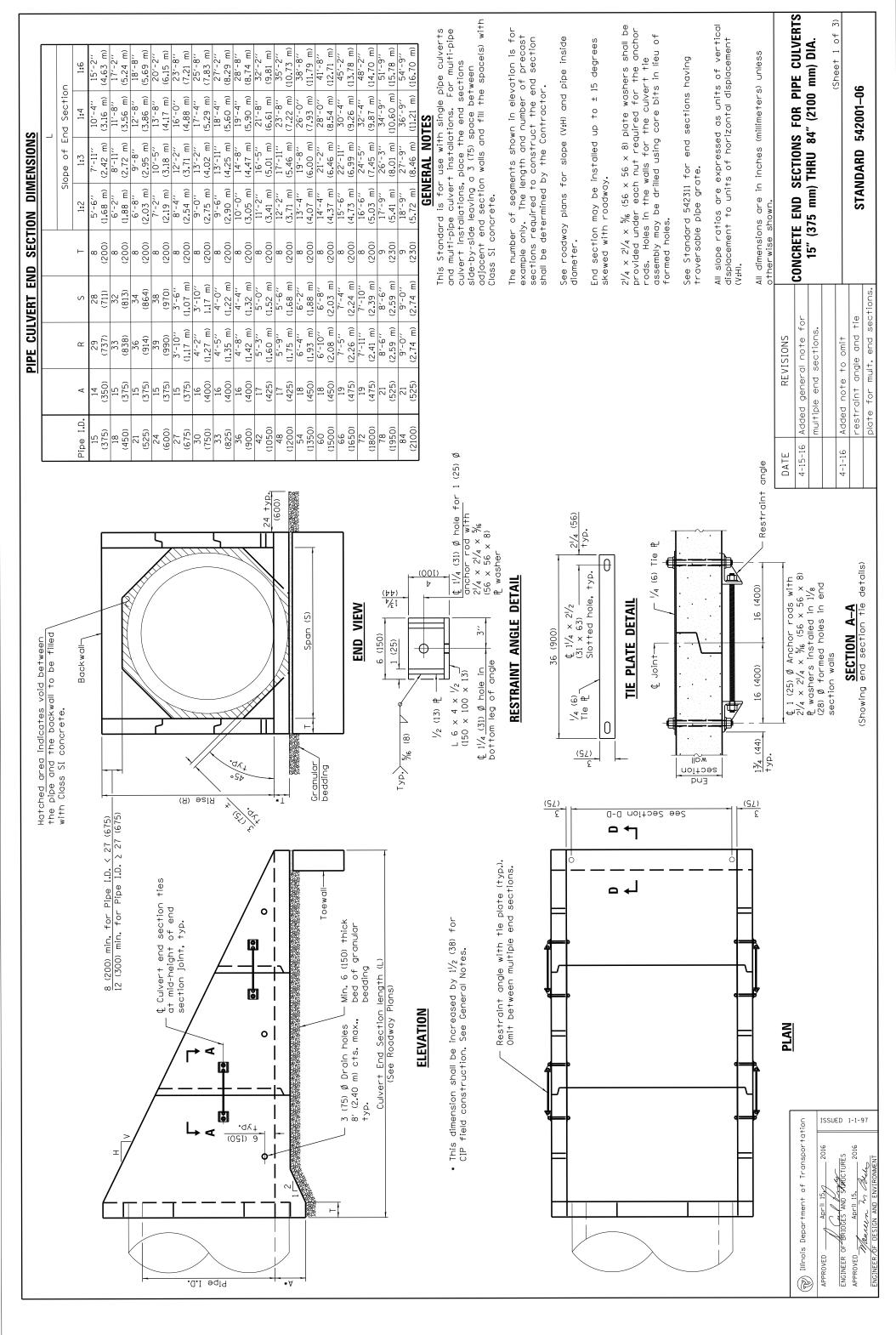
include 24 (610) buffer

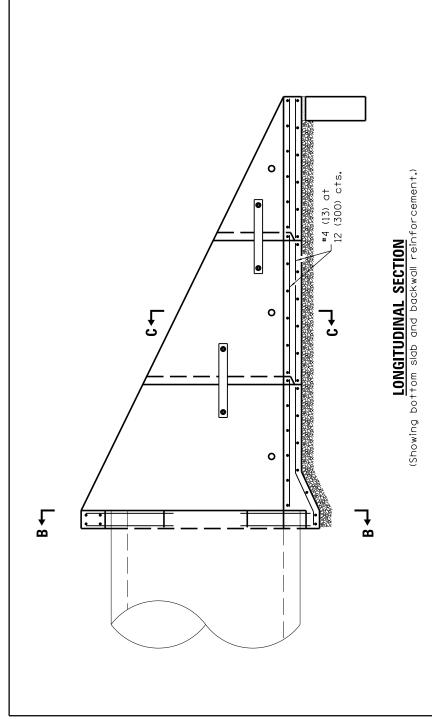
behind curb.







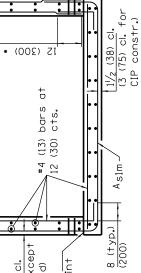




1-#5 (16) bar each face (typ.) 1-#5 (16) bar for pipe diameter \leq 48 (1200), – typ. each face 2-#5 (16) bars each face (typ.) 2-#5 (16) bars each face

* The Contractor may use lap splices for the sidewall reinforcement at the locations shown. *4 (13) bar = 17 (425) *5 (16) bar = 21 (525) *6 (19) bar = 25 (625) 2-#5 (16) bars at 12 (300) cts. for pipe diameter > 48 (1200), typ. each face 1½ (38) cl. (Typ., except as noted)

LAP DIMENSION



Optional bonded construction joint

* "mib qol

SECTION C-C

SECTION B-B

(Showing backwall reinforcement only.) (Pipe omitted for clarity.)

30 (750) Toewall (20) 1 Z (SS2) 6 11/2 #4 (13) bars drilled and grouted with approved chemical adhesive into toewall in 9 (225) min. deep holes at 18 (450) cts., max. 3 (75) Ø corrugated PE pipe. Fill with nonshrink 6-#5 (16) bars — placed as shown grout

(300) #4 (13) stirrup bars — at 12 (300) cts., max.

11/2 (38) cl. typ.

SECTION D-D

REINFORCEMENT SCHEDULE

	_	_																														
_	Spacing	12	(300)	12	(300)	12	(300)	12	(300)	12	(300)	12	(300)	12	(300)	12	(300)	8	(500)	8	(500)	œ	(500)	ω	(200)	∞	(200)	œ	(500)	∞	(500)	8 (200)
Asım	Bar																															
	Bar Size	4	(13)	4	(13)	4	(13)	4	(13)	4	(13)	4	(13)	4	(13)	4	(13)	4	(13)	4	(13)	5	(16)	2	(16)	വ	(16)	9	(19)	9	(19)	6 (19)
	Pipe I.D.	15	(375)	18	(450)	21	(525)	24	(009)	27	(675)	30	(120)	33	(825)	36	(006)	42	(1050)	48	(1200)	54	(1350)	09	(1500)	99	(1650)	72	(1800)	78	(1950)	(2100)

CONCRETE END SECTIONS FOR PIPE CULVERTS 15" (375 mm) THRU 84" (2100 mm) DIA.

(Sheet 2 of 3)

STANDARD 542001-06

(R) Illinois Department of Transportation

QUANTITIES

		1:6	410	(182.9)	520	(234.0)	580	(259.5)	630	(282,6)	830	(373,2)	920	(413,9)	970	(438.9)	1090	(493,7)	1470	(663.7)	1760	(496.8)	2440	(1108.2)	2820	(1281.5)	3190	(1449,3)	4410	(2001.0)	2060	(2298.9)	5560	(2526.8)
Reinforcement With Lap Ibs (kg)	Slope of End Section	1:4	310	(140,3)	400	(177,3)	430	(193.0)	470	(211.6)	009	(569.6)	099	(299.2)	710	(319.0)	780	(354.0)	1040	(471.6)	1240	(561.2)	1710	(775.8)	1980	(836.8)	2220	(1007,9)	3050	(1384.8)	3490	(1583.9)	3840	(1743.2)
		1:3	260	(117.6)	330	(146.0)	360	(159,7)	390	(172.8)	480	(217.8)	530	(240.0)	570	(257.2)	630	(286.1)	840	(380.0)	066	(445.8)	1340	(608.1)	1550	(704.5)	1730	(786.1)	2400	(1088.2)	2700	(1223.1)	3000	(1359.6)
Rein		1:2	210	(64.9)	260	(114.8)	280	(126.5)	300	(133.9)	380	(169.6)	410	(184.5)	430	(195.2)	480	(214.2)	620	(279.4)	720	(325.6)	066	(448.6)	1120	(208.8)	1260	(570,2)	1710	(777,0)	1950	(882.5)	2120	(92636)
kg)	Slope of End Section	1:6	360	(159,2)	460	(207,3)	510	(529.9)	260	(251.5)	740	(336.3)	830	(374.0)	880	(397.6)	066	(449,4)	1330	(601.3)	1610	(728.2)	2170	(0.586)	2530	(1149,8)	2880	(1305.8)	3880	(1761,3)	4490	(2039.7)	4960	(2254.4)
out Lap Ibs. (1:4	280	(123,3)	350	(158.0)	380	(172.2)	420	(189,3)	540	(244,4)	009	(271.9)	640	(290,3)	720	(323.8)	950	(429.0)	1140	(514.8)	1530	(692,0)	1780	(806.8)	2010	(911.1)	2690	(1222,5)	3100	(1409.0)	3430	(1558.6)
einforcement Without Lap Ibs. (kg)		1:3	230	(104.1)	290	(131.1)	320	(143,3)	350	(155.8)	440	(198.5)	490	(219.2)	520	(234.9)	580	(262,4)	770	(346.4)	910	(409.9)	1200	(544.5)	1400	(635,3)	1570	(712,4)	2120	(962,1)	2400	(1090.7)	2680	(1217,4)
Reinf		1:2	190	(85.2)	230	(104.3)	260	(114.5)	270	(121,9)	350	(155.5)	380	(169.6)	400	(179.7)	440	(197.8)	570	(256.4)	670	(301.1)	068	(403.6)	1020	(461.5)	1150	(519,0)	1520	(688°3)	1750	(791.1)	1900	(862.7)
		1:6	2.8	(2,1)	3.5	(2,7)	3.9	(3,0)	4.5	(3,4)	2.8	(4,4)	8. 9	(5.2)	7.4	(5,7)	8.3	(6,3)	10,3	(4.9)	12.2	(6.3)	14.7	(11.2)	16.8	(12,8)	19.7	(15,1)	22.2	(17,0)	28.9	(22.1)	32.1	(24.5)
yd³ (m³) ①	Slope of End Section	1:4	2.1	(1.6)	2.6	(5.0)	2.9	(2.2)	3,3	(2.5)	4.2	(3,2)	4.9	(3,7)	5,3	(4.1)	2.9	(4.5)	7.3	(2.6)	8.6	(9°9)	10,3	(4.9)	11.8	(0.6)	13.8	(10.6)	15.5	(11.9)	20.1	(15.4)	22.3	(17.0)
Concrete yo		1:3	1.7	(1,3)	2.1	(1.6)	2.3	(1.8)	2.7	(2.1)	3.4	(2.6)	3.9	(3.0)	4.3	(3,3)	4.7	(3.6)	5.8	(4.4)	6.8	(5.2)	8.2	(6.3)	9,3	(7.1)	10.9	(8,3)	12.2	(6,3)	15.8	(12.1)	17.4	(13,3)
		1:2	1,3	(1.0)	1.6	(1.2)	1.8	(1,4)	2.1	(1.6)	2.6	(2,0)	2.9	(2,2)	3.2	(2,4)	3.5	(2,7)	4.3	(3,3)	5.0	(3.8)	0.9	(4.6)	8.8	(2,2)	7.9	(0°9)	8.8	(6.7)	11.4	(8,7)	12.6	(9.6)
		Pipe I.D.	15	(375)	18	(450)	21	(525)	24	(009)	27	(675)	30	(150)	33	(825)	36	(006)	42	(1050)	48	(1200)	54	(1350)	09	(1500)	99	(1650)	72	(1800)	78	(1950)	84	(2100)

① For cast-in-place construction, increase concrete volumes by approximately 12%.

Illinois Department of Transportation

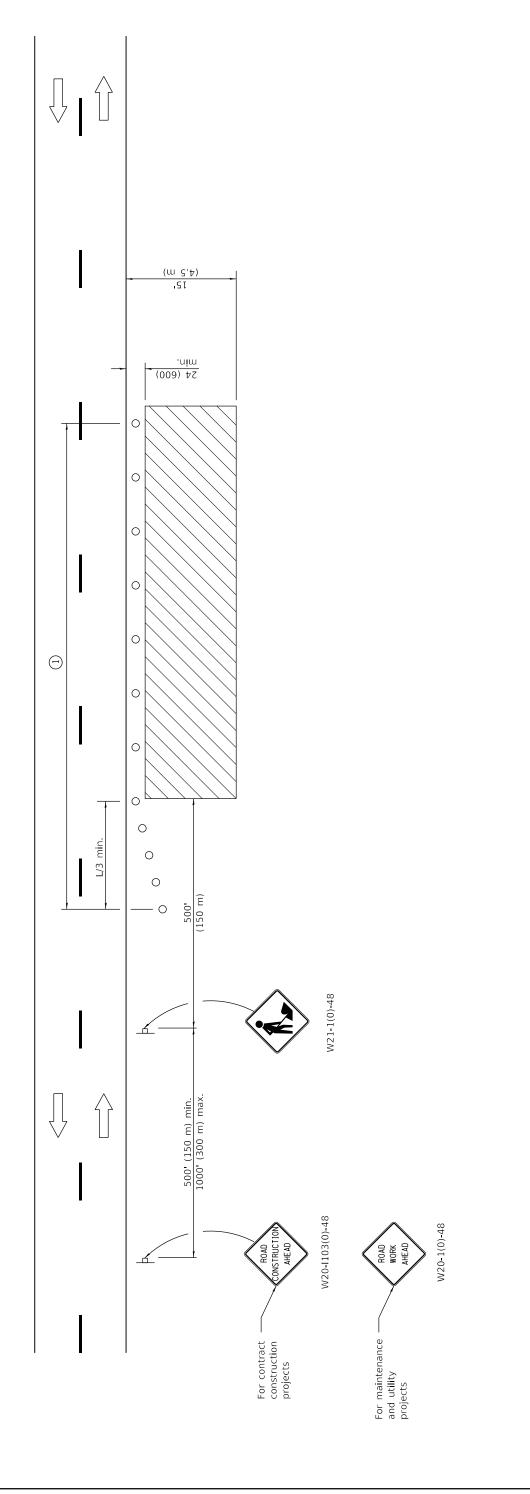
APPROVED

APPROV

25

CONCRETE END SECTIONS FOR PIPE CULVERTS 15" (375 mm) THRU 84" (2100 mm) DIA.

STANDARD 542001-06



GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24 (600) from the edge of pavement.

Calculate L as follows:

(Metric) FORMULAS English SPEED LIMIT

(1) When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for L/3 distance, and at 50' (15 m) centers through the remainder of the work area.

TYPICAL APPLICATIONS
Utility operations
Culvert extensions
Side slope changes
Guardrall installation and maintenance
Delineator installation
Landscaping operations
Shoulder repair
Sign installation and maintenance

L=(W)(S)45 mph (80 km/h) or greater:

L=0.65(W)(S)

 $L = \frac{WS^2}{150}$

 $L = \frac{WS^2}{60}$

40 mph (70 km/h) or less:

W = Width of offset in feet (meters)

Normal posted speed mph (km/h). S

All dimensions are in inches (millimeters) unless otherwise shown.

STANDARD 701006-05 Omitted text 'WORKERS' REVISIONS number to agree with Revised workers sign current MUTCD.

> DATE 1-1-14

> > Cone, drum or barricade

0 __

(Repartment of Transportation

ISSUED 1-1-97

2014

PASSED January

APPROVED

SYMBOLS

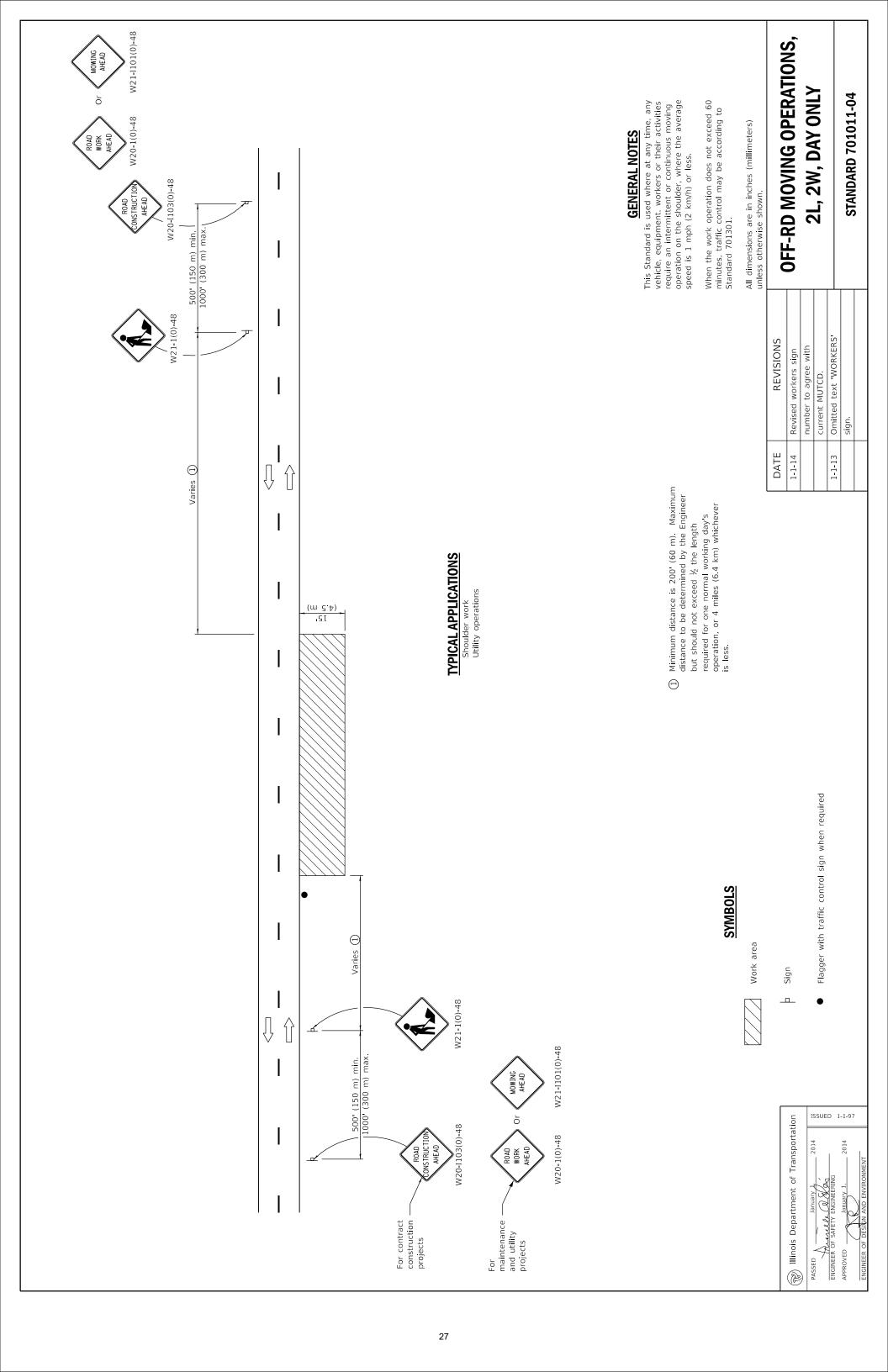
Work area

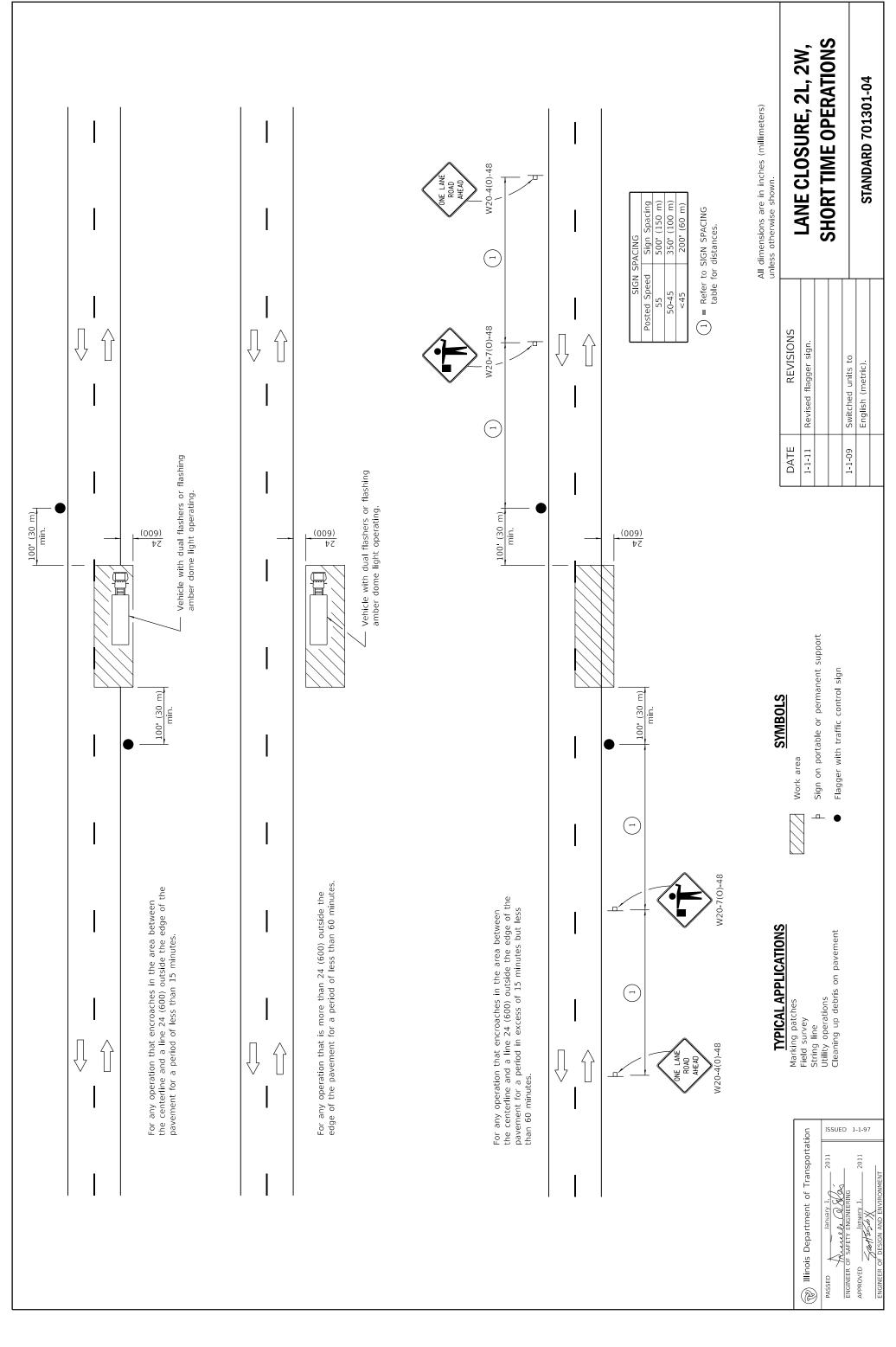
Sign

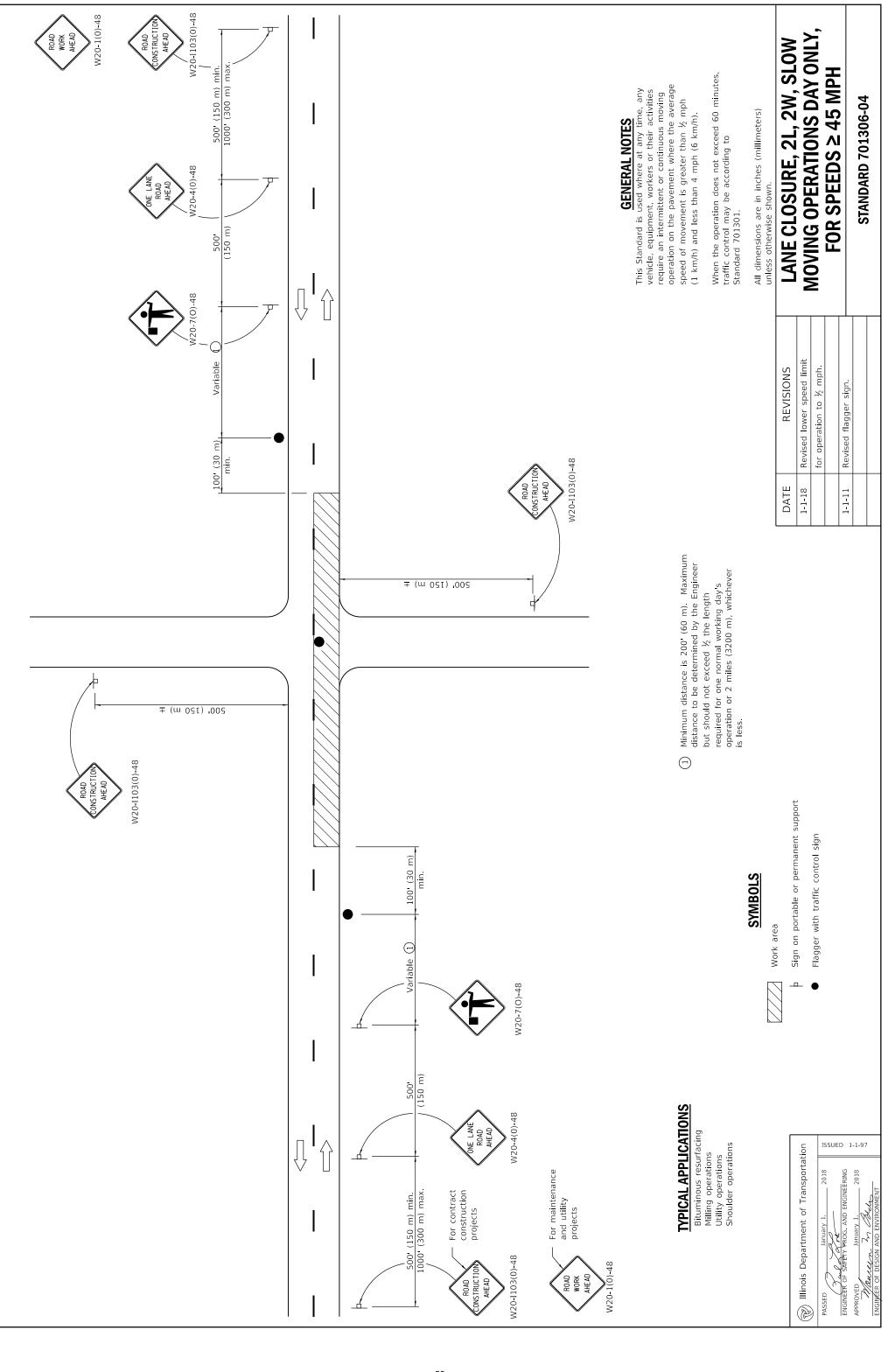
sign

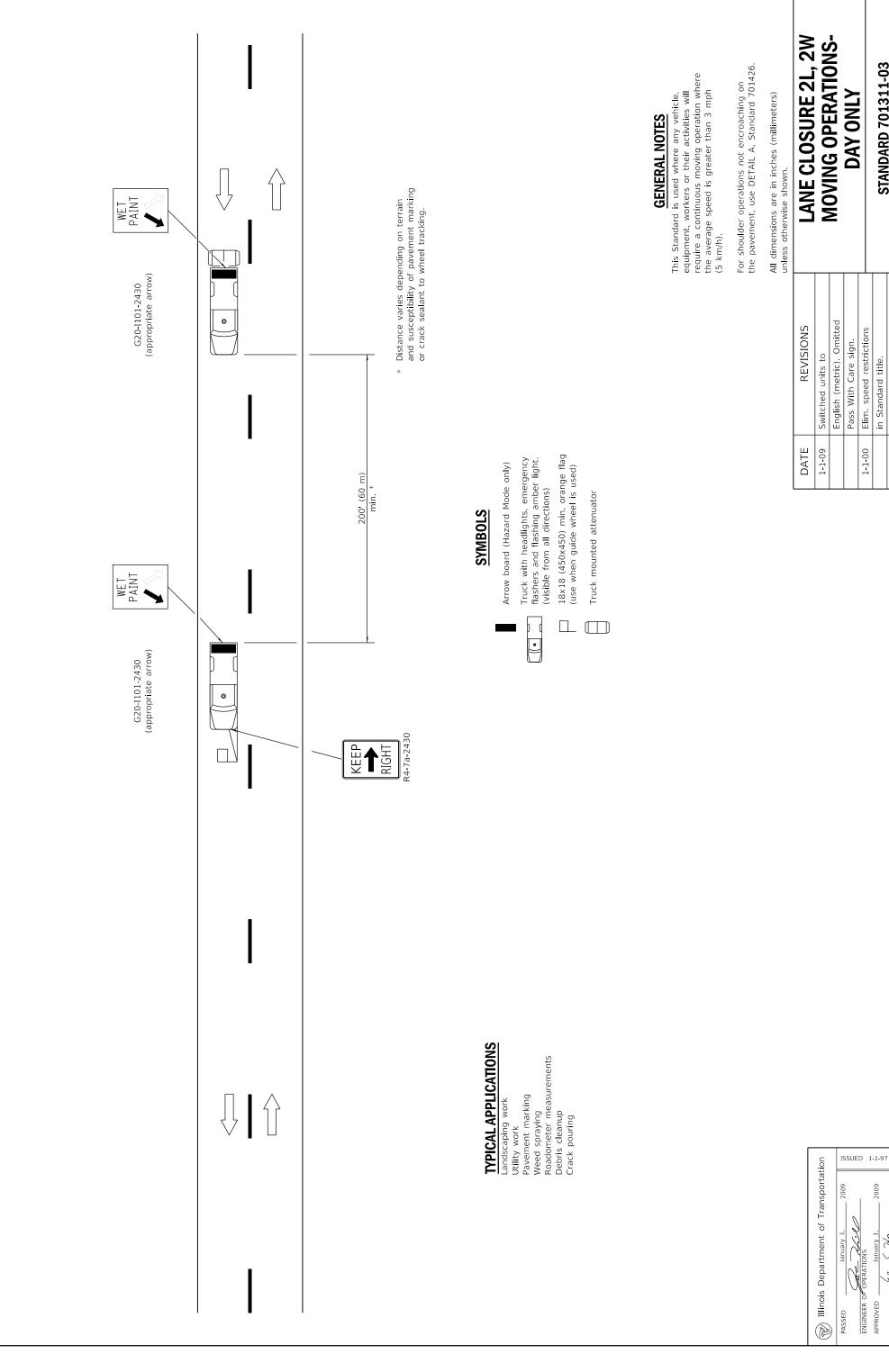
1-1-13

OFF-RD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE





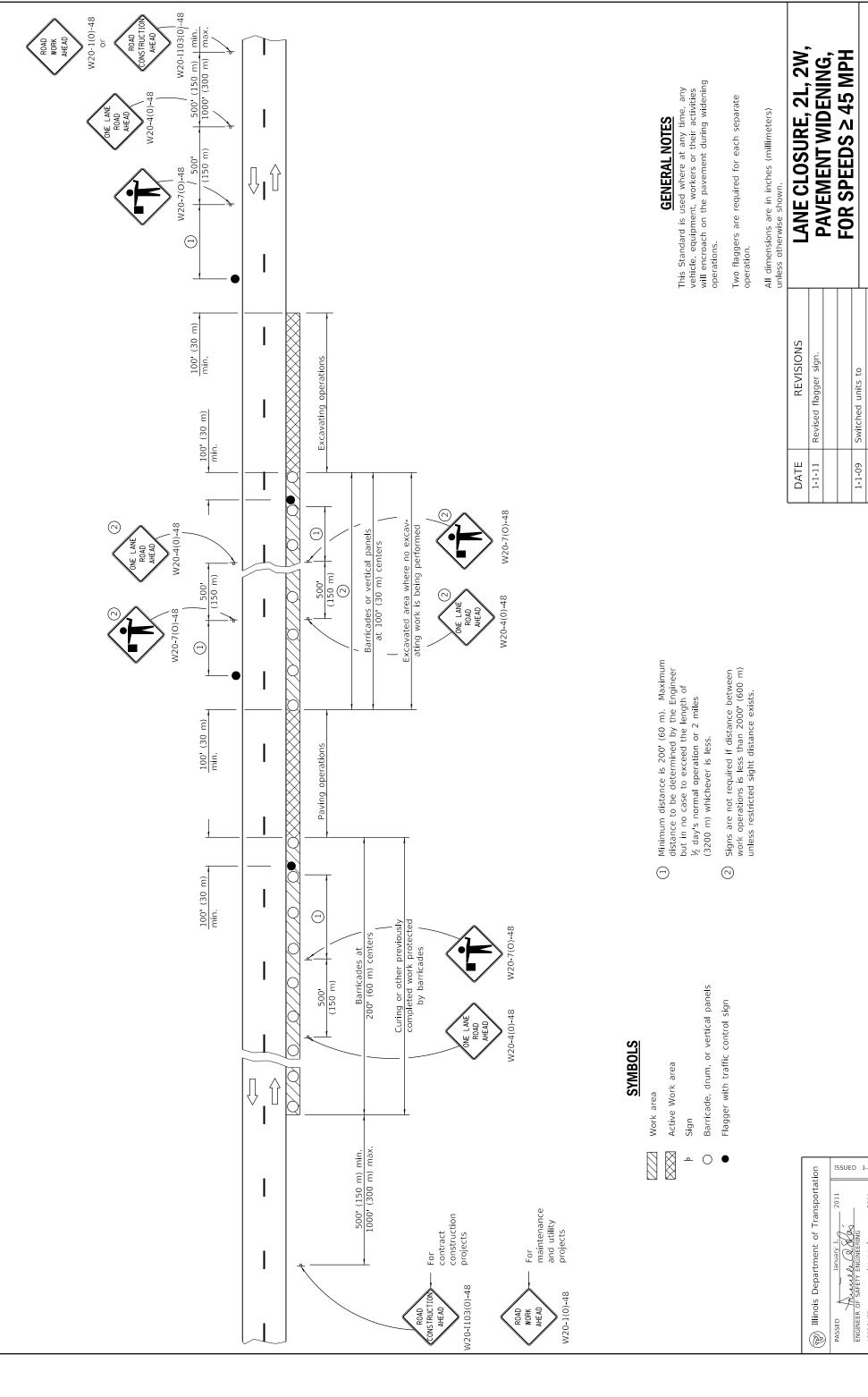




30

STANDARD 701311-03

APPROVED

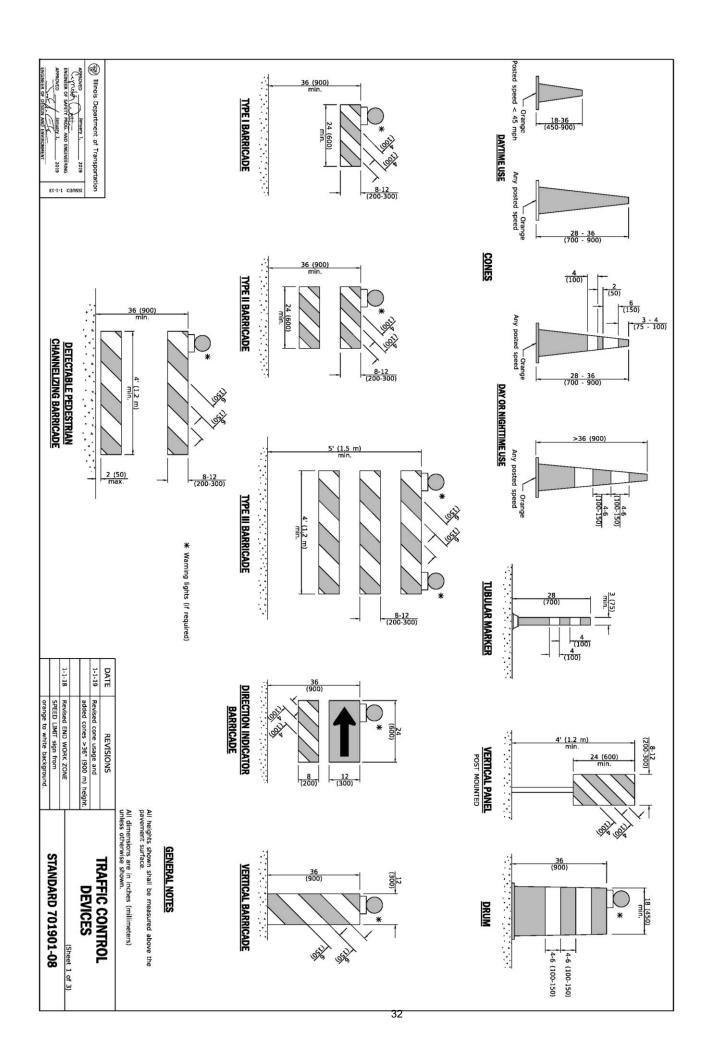


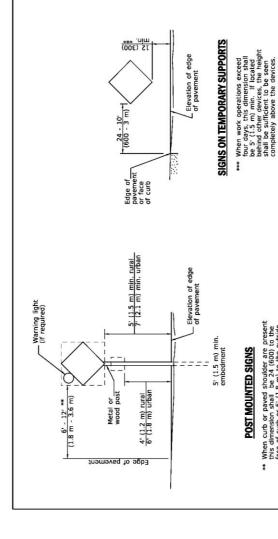
STANDARD 701326-04

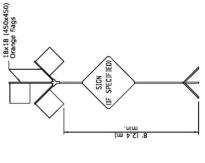
Corrected sign No.'s.

English (metric).

APPROVED







ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500° (150 m) in advance of project limits.

This signing is required for all projects 2 miles (3200 m) or more in length.

G20-1105(0)-6024

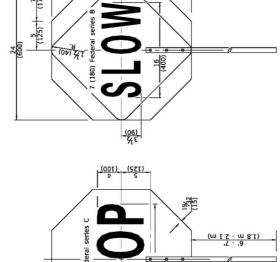
END CONSTRUCTION

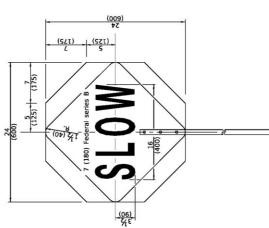
ROAD CONSTRUCTION NEXT X MILES G20-1104(0)-6036 END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING

HIGH LEVEL WARNING DEVICE





FLAGGER TRAFFIC CONTROL SIGN

REVERSE SIDE

FRONT SIDE

XX'-XX" width and X miles are variable.

WIDTH RESTRICTION SIGN

W12-I103-4848

R10-1108p-3618 **** W21-III5(0)-3618 R2-1-3648 PHOTO ENFORCED SPEED ×

R2-1106p-3618 \$XXX FINE MINIMUM

Sign assembly as shown on Standards or as allowed by District Operations.

G20-1103-6036 WORK ZONE SPEED LIMIT END

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

**** R10-I108p shall only be used along roadways under the juristiction of the State.

TRAFFIC CONTROL DEVICES

STANDARD 701901-08

Illinois Department of Transportation ENGINEER OF SAFETY PROG. AND ENGINEERING

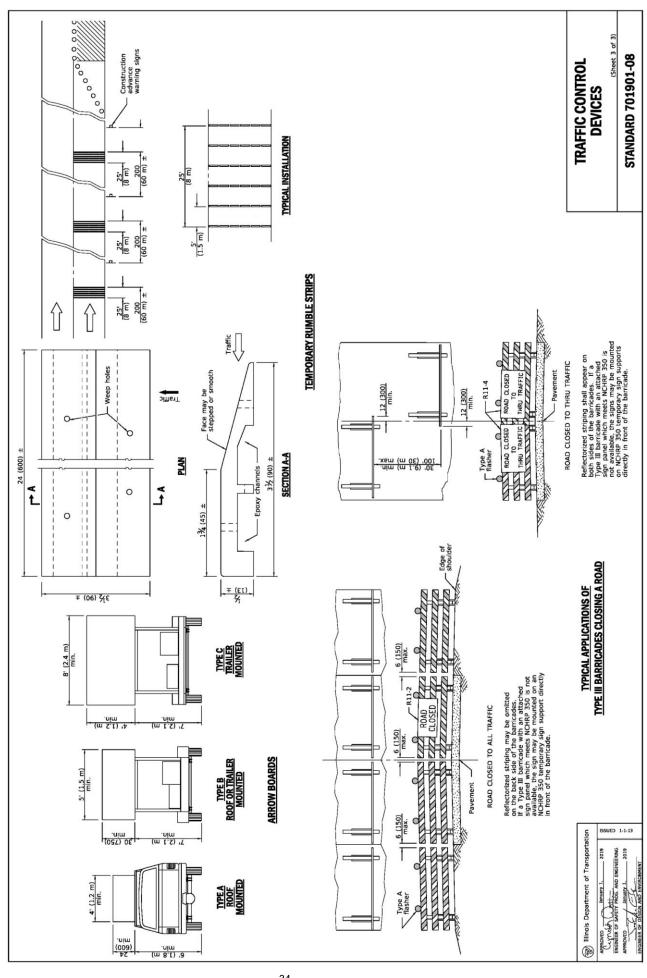
33

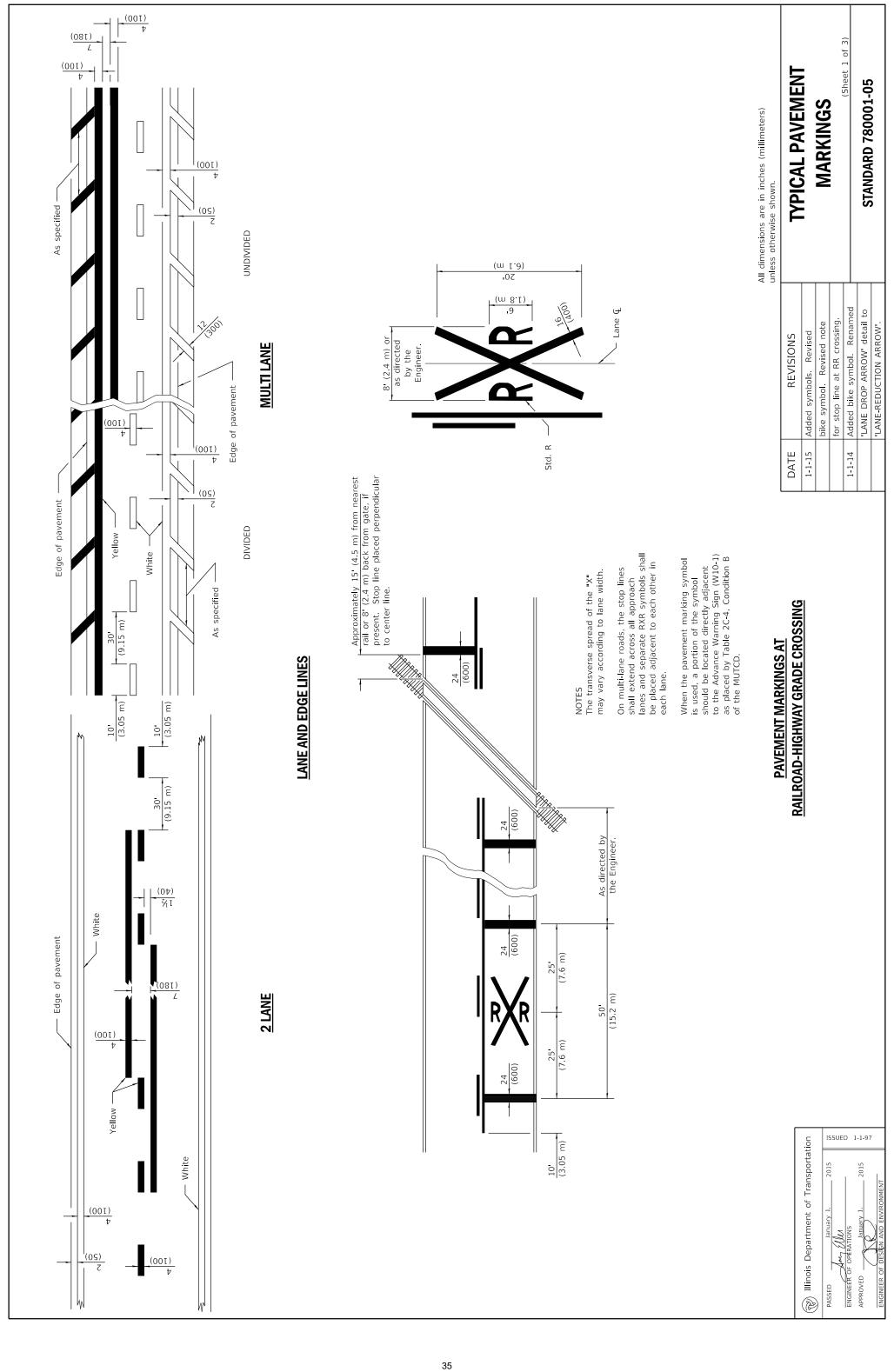
MAX WIDTH

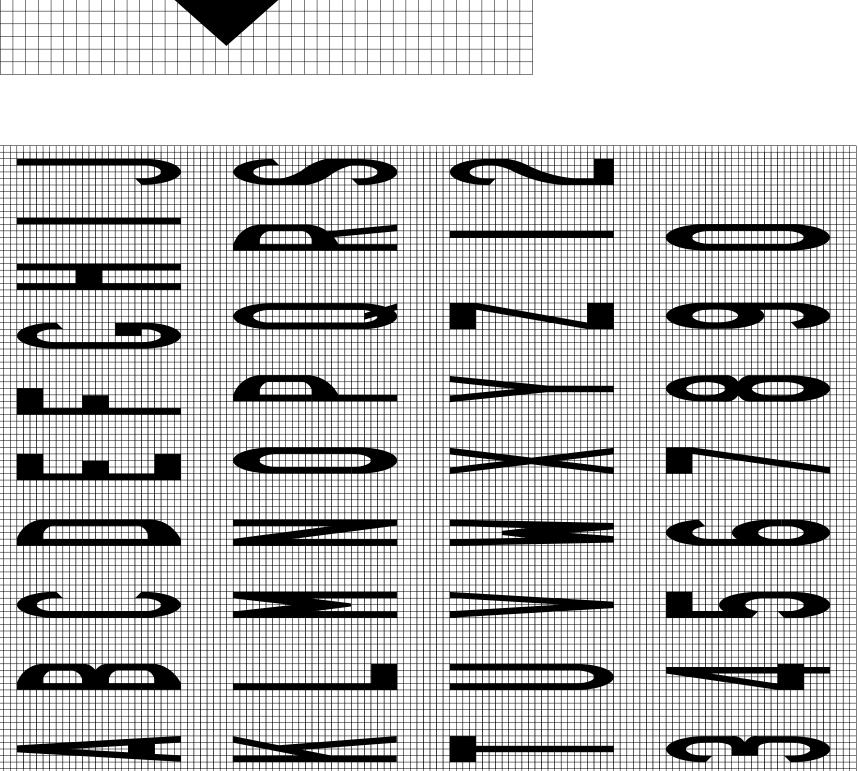
X MILES

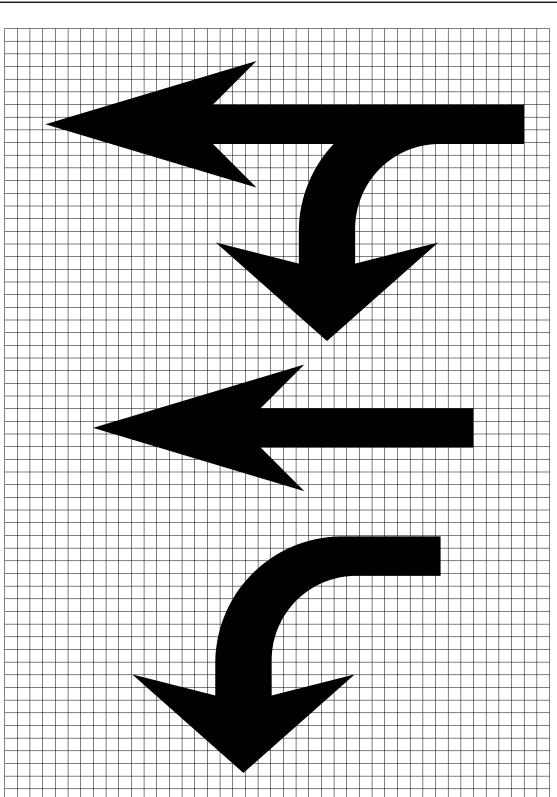
AHEAD

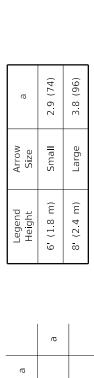
** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.











The space between adjacent letters or numerals should be approximately 3 (75) for 6' (1.8 m) legend and 4 (100) for 8' (2.4 m) legend.

LETTER AND ARROW GRID SCALE

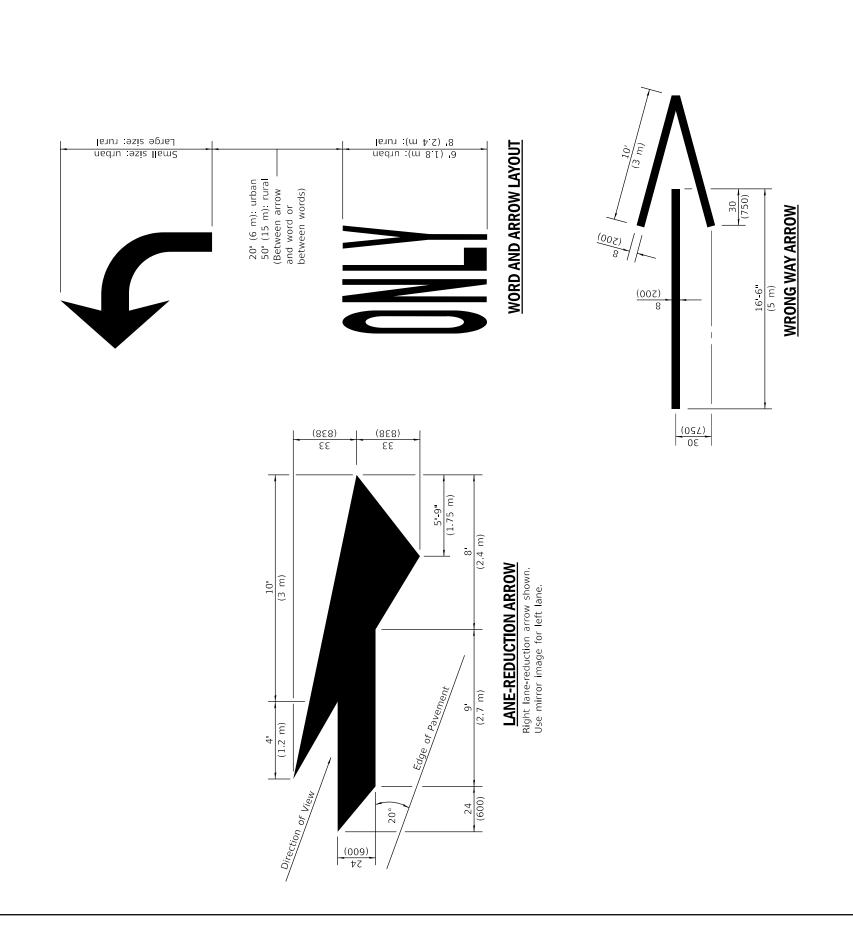
TYPICAL PAVEMENT MARKINGS

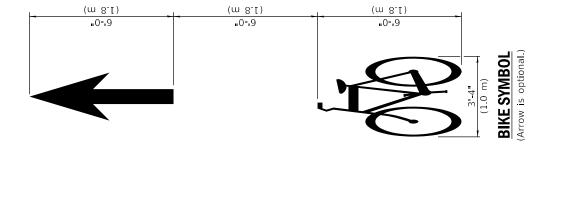
STANDARD 780001-05

ISSUED 1-1-97

2015

Illinois Department of Transportation





"4-'E (m S0.1) "0-'8 (m 8.1)

> SHARED LANE SYMBOL

"Z-'E (m 40.1)

> INTERNATIONAL SYMBOL OF ACCESSILITY

36 (914)

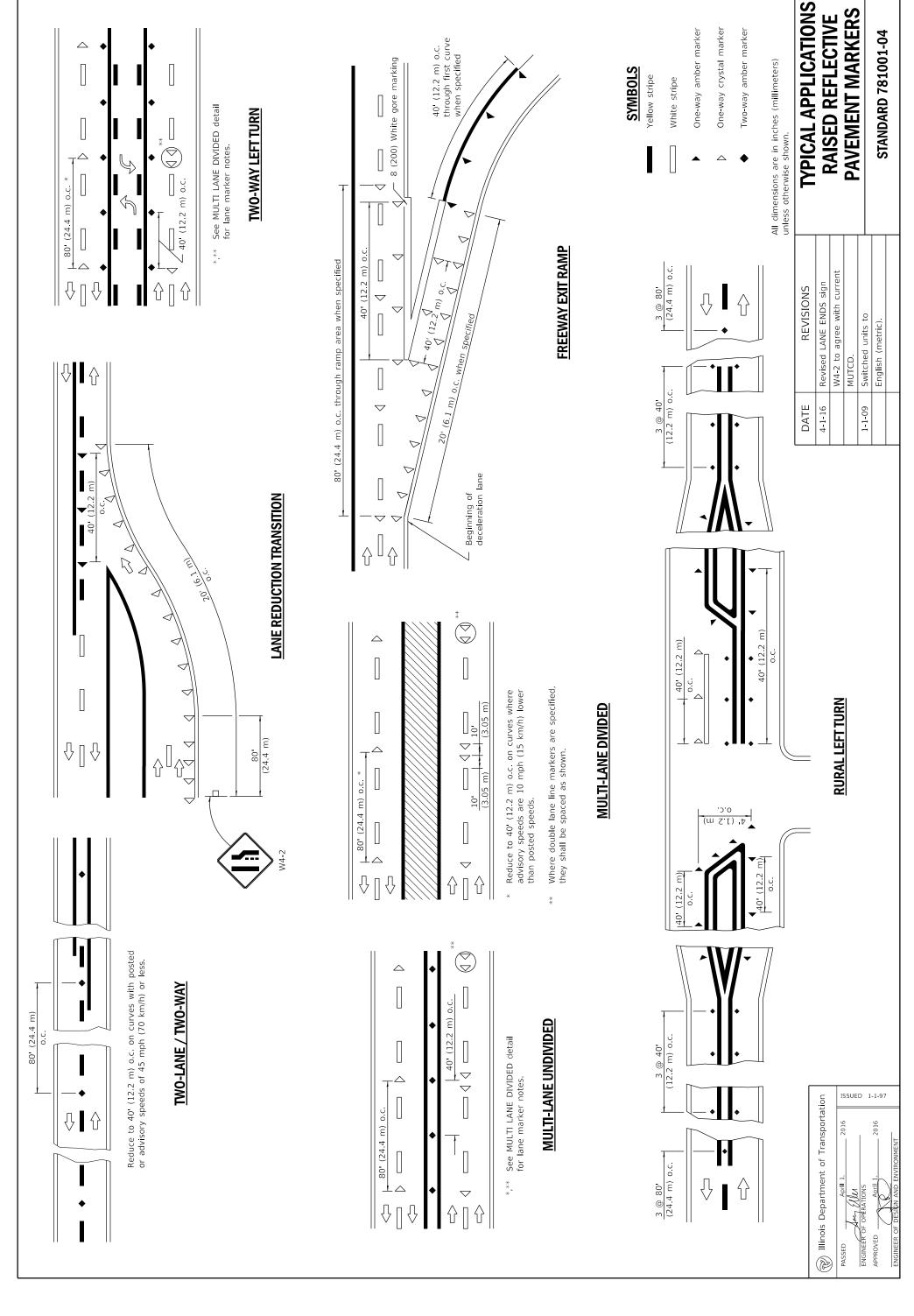
TYPICAL PAVEMENT MARKINGS

(R) Illinois Department of Transportation

2015

PASSED

STANDARD 780001-05



REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
 - a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and 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 federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (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.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Contract Provision - Cargo Preference Requirements

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

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

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