

# 136

**Letting March 8, 2024**

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



**Contract No. 64B39  
LEE County  
Section 114BR-1 & 114BR-2  
Route TR 238, TR 230  
Project HBFP-Z7BK(316)  
District 2 Construction Funds**

Prepared by

Checked by

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(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. March 8, 2024 at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 64B39  
LEE County  
Section 114BR-1 & 114BR-2  
Project HBFP-Z7BK(316)  
Route TR 238, TR 230  
District 2 Construction Funds**

**Structure replacement ditches in US 30 ROW 1 mile & 1.5 mile west of IL 251.**

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

By Order of the  
Illinois Department of Transportation

Omer Osman,  
Secretary

INDEX  
 FOR  
 SUPPLEMENTAL SPECIFICATIONS  
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

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

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**STATE OF ILLINOIS**

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**SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of structure replacement Routes TR 230 (Town Hall Road) and TR 238 (Melugins Grove Road), Project HBFP-Z7BK(316), Section 114BR-1 & 114BR-2, Lee County, Contract No. 64B39 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

**LOCATION OF PROJECT**

Ditches in US 30 ROW 1 mile and 1.5 mile west of ILL. 251.

**DESCRIPTION OF PROJECT**

Structure replacement and roadway improvement on new ditch alignment at two locations. One located at TR 230 (Town Hall Road) and one located at TR 238 (Melugins Grove Road). The work will also include shoulder grading and new guardrail construction along US Route 30.

**TRAFFIC CONTROL PLAN**

Standards:

701001 701006 701201 701301 701306 701311 701326 701901

Details:

Work Zone Details 34.1  
Traffic Control for Road Closures 40.1

Plans:

1. Town Hall Road Unmarked Detour
2. Melugins Grove Unmarked Detour

Signs:

“LOW SHOULDER” W8-9(O)48 signs shall be installed at 1 mile intervals or as directed by the Engineer.

When covering existing Department signs, no tape shall be used on the reflective portion of the sign. Contact the District sign shop for covering techniques.

Any plates or direct applied sheeting used to alter signs shall have the same sheeting as the base sign.

No more than one kind of alteration shall be used to alter a sign.

Any post stubs without a sign in place and visible shall have a reflector placed on each post.

Devices:

A minimum of 3 drums spaced at 4 feet shall be placed at each return when the sideroad is open.

Flaggers:

Flaggers shall comply with all requirements and signaling methods contained in the Department’s “Traffic Control Field Manual” current at the time of letting. The flagger equipment listed for flaggers employed by the Illinois Department of Transportation shall apply to all flaggers

In addition to the flaggers shown on applicable standards, on major sideroads, flaggers shall be required on all legs of the intersection. Major sideroads for this project shall be Town Hall Road, and Melugins Grove Road.

The South legs of Town Hall Road and Melugins Grove Road shall not be closed at the same time. Separate road closure unmarked detours have been provided in the plans.

When the mainline flagger is within 200 feet of an intersection, the sideroad flagger shall be required.

When the road is closed to through traffic and it is necessary to provide access for local traffic, all flaggers as shown on the applicable standards will be required. No reduction in the number of flaggers shall be allowed.

Pavement Marking:

All temporary pavement markings that will be operational during the winter months (December through March) shall be paint.

District Standards Application:

Traffic Control for Road Closure: This work shall be done according to the Road Closure Standard, plan details, Section 701 of the Standard Specifications, and contained herein:

“ROAD CLOSED AHEAD” (W20-3(O)-48) with “1 MILE”. The contractor shall erect these signs at the locations shown on the unmarked detour plan sheets.

“ROAD CLOSED AHEAD” (W20-3(O)-48) with “1/2 MILES”. The contractor shall erect these signs at the locations shown on the unmarked detour plan sheets.

“ROAD CLOSED AHEAD” (W20-3(O)-48) with flasher and the appropriate arrow plate (W1-6L(O) or W1-6R(O)) shall be required on all side roads within the limits of the mainline “ROAD CLOSED AHEAD” signs at the locations shown on the unmarked detour plan sheets.

Town Hall Road and Melugins Grove Road shall be considered Condition I Major Sideroad Closures for signing as shown on the District Standard Traffic Control for Road Closure Detail.

Signing and devices required to close the road, according to the Traffic Control for Road Closure detail and contained herein, shall be the responsibility of the Contractor. Signing required to divert traffic to alternate routes shall be the responsibility of the Contractor. The day the closure signing begins, the closure will be in effect when the Contractor has notified the Resident Engineer or personnel on the project. No signing shall be erected on Friday, Saturday or Sunday. The road shall not be closed until the signing is completely installed, verified, and ready to accept traffic.

The “ROAD CLOSED” sign on the Type III barricades shall be unobstructed and visible to traffic at all times. No equipment, debris, or other materials shall be stored within 20 feet of the first set of Type III barricades, unless approved by the Engineer.

The Contractor shall not drive around the outside of the Type III barricades, but shall relocate the barricades temporarily for access. When it is necessary for the barricades to be moved for access, the Contractor shall move the devices into the left lane and/or left shoulder area behind barricades that are to remain in place. At no time shall the barricades be turned parallel to traffic flow for access purposes.

If a path becomes evident around the outside of the barricades, the Contractor shall be required to place additional Type III barricades to prevent driving around the existing barricades. Additional barricades shall be included in the cost of applicable Traffic Control Standards

This work shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

Maintenance of Traffic:

The traffic on US 30 shall be kept open to one-way traffic while shoulder/guardrail work is being performed during working hours and two-way traffic during non-working hours.

The Contractor shall notify the Lee County Highway Department, the corresponding Township Commissioner, city municipality, emergency response agencies (i.e.: fire, ambulance, police), school bus companies and the Department of Transportation (Bureau of Project Implementation) regarding any changes in traffic control.

The Contractor shall notify the Lee County Highway Department, corresponding Township Commissioner and/or city municipality for any sideroad closure or opening.

The Contractor shall be responsible for providing a weekly article and map to the news media WREX describing work being performed and stages closed to traffic.

The Contractor shall have all mainline lanes on US 30 open from 6:00 pm Friday until 6:00 am Monday, unless prior approval is obtained from the Resident Engineer.

Reconstruction of the township road pavement at the intersection shall be completed using Traffic Control and Protection Standards 701201.

Grading shall be completed using Traffic Control and Protection Standards 701001, 701006, and 701201.

Shoulder improvements/Widening shall be completed using Traffic Control and Protection Standards 701011, 701201, and 701326.

Pavement Marking shall be completed using Traffic Control and Protection Standard 701311

Erosion Control and Landscaping shall be completed using Traffic Control and Protection Standards 701001, 701006, and 701201.

The township roads shall be closed during construction using District Standard 40.1.

### **CONCRETE REVETMENT MATS**

Effective: January 1, 2015

Revised: October 5, 2021

This work shall consist of furnishing and placing Precast or Articulated Block Revetment Mat, as a permanent scour countermeasure in accordance with the grades, details and design dimensions as shown on the plans.

This work shall be completed according to Section 285 of the Standard Specifications and as specified herein:

The manufacturer shall use the alignment and cross-section of the channel, the design depth of flow, channel slope and design velocity provided in the plans to design the block size, block weight, block configuration, and mat configuration utilizing HEC 23 criteria.

The manufacturer shall be required to submit the design for the block mat, based on the existing field conditions and the hydraulic information for the various plan locations provided in the contract plans to the Resident Engineer, four weeks prior to delivery of the block to the jobsite.

Block used above normal pool elevation shall be open-cell to allow for vegetation growth. The block used below normal pool elevation shall be closed-cell block, unless otherwise noted in the plans.

The anchors (if required), cable and fittings shall be as specified by the manufacturer, and at the spacing specified by the manufacturer and shall not be paid for separately.

A 4 in. layer of clean aggregate, as specified by the manufacturer, is required for bedding, and is not paid for separately, but included in the price of the revetment mat.

Basis of Measurement: This work will be measured for payment in place and the area computed in square yards. The area for measurement will include the upper, sloped surface of the mat. The portion of the mat in trenches will not be measured for payment. No allowances will be made for overlaps.

Filter fabric will be measured for payment according to Article 282.09.

Basis of Payment: This work will be paid for at the contract unit price per square yard for PRECAST BLOCK REVETMENT MAT or ARTICLUATED BLOCK REVETMENT MAT.

Filter Fabric will be paid for according to Article 282.09.

## **PIPE CULVERTS**

Effective: July 1, 1994

This work shall be done according to Section 542 of the Standard Specifications. The contractor shall do this work in such a manner that there will be no backwater passing thru the opening in the dike and flooding the adjacent properties. The contractor will also be required to backfill the outer 3 feet of the dike slopes with an impervious material. The contractor shall not start the culvert during unstable weather conditions or when unstable weather conditions are forecasted for the river basin.

This work will be paid for at the contract unit price per Foot for PIPE CULVERT of the type and size specified.

## **GRANULAR BACKFILL FOR STRUCTURES**

Effective: April 19, 2012

Revised: September 27, 2016

Revise the third sentence of the first paragraph of Article 586.03 of the Standard Specifications to read:

“The backfill volume shall be placed in convenient lifts for the full width to be backfilled and shall be compacted to not less than 95 percent of the standard laboratory density.”

Delete the fourth sentence of the first paragraph of Article 586.03 of the Supplemental Specifications.

Revise Articles 586.04 Method of Measurement and 586.05 Basis of Payment to read:

“This work shall be included in the per foot price for the item THREE-SIDED PRECAST CONCRETE STRUCTURES (SPECIAL) of the dimensions specified.”

## **ESTABLISHING AND REFERENCING LAND SECTION MARKERS**

Effective: November 8, 1996

Revised: April 14, 2010

The Contractor shall monument or re-monument all Section Corners, Quarter Corners with their Reference Monuments, (and any lesser Corners which are in place including those which have been monumented by others and do not conform with the Department's procedures), that will be destroyed. The Section Corners will be monumented according to District Reference Marker Detail No. 63.4. It is required that an Illinois Professional Land Surveyor prepare a Department Monument Record Form which is in compliance with the Land Surveying Monuments Acts (765 ILCS 220/0.01 et seq.) for any designated Section Corner Monument or any Reference Monument that is disturbed. The Contractor shall secure the I.D.O.T. Monument Record Form (with I.D.O.T. logo) from the Department and furnish said form to the Illinois Professional Land Surveyor. Each Monument Record Plat shall note how the Section Corner Monument and all Reference Monuments were set, either flush with the ground, buried 28 inches, (if monuments are buried, four 3.5 foot by 5/8 inch rebars shall be placed around said monuments to make recovery an easier task), or in other cases what was done. A graphic illustration of physical landmarks and their relationship to the Monument Reference Markers shall be shown upon said Monument Record Plat. These Monument Record Plats shall be recorded by the Surveyor. Recorded copies will then be furnished to the Department by the Contractor.

The determination of those Section Corners which are to be re-monumented for this project will be made by said Department.

If any of the before described Section Corners have been previously monumented by Department standards and all Reference Monuments are in place, a signed and sealed letter from the Illinois Professional Land Surveyor shall be sent to this office affirming this fact. In case a Reference Monument has been destroyed, it will be reset and a new Monument Record Plat shall be recorded.

Any questions or deviations from these procedures shall be referred to the Plats and Plans Unit at 815/284-5370.

This work will be paid for at the contract unit price per Each for ESTABLISHING AND REFERENCING LAND SECTION MARKERS, or for REFERENCING LAND SECTION MARKERS when the land section marker has been previously located. All work shall be done under the direction of a registered land surveyor of the State of Illinois.

Each item shall include the placement of four reference markers and a land section marker where applicable.

## **MOWING**

Effective: January 1, 2002

Revised: April 12, 2016

This work consists of mowing all Seeding Class 1A and Class 2A at the completion of the project or before winter shut down. The vegetation must be at least 6" long before mowing. The vegetation shall be mowed to obtain a height of not more than 3 inches. All debris must be cleared from the right-of-way immediately after the mowing.

This work will be paid for at the contract unit price per Acre for MOWING.

**GEOTECHNICAL REINFORCEMENT**

Effective: June 17, 2022      Revised: April 10, 2014

This work consists of furnishing and installing an integrally-formed polypropylene geotechnical grid reinforcement material. The geogrid shall have an aperture, rib and junction cross section sufficient to permit significant mechanical interlock with the material being reinforced. There shall be a high continuity of tensile strength through all ribs and junctions of the grid material to reinforce the subbase or subgrade as shown on the plans and specifications.

MATERIAL CHARACTERISTICS	TEST METHOD	DATA
polymer type		polypropylene
ultra violet stability	ASTM D 4355	50%

DIMENSIONAL CHARACTERISTICS	TEST METHOD	UNIT	DATA
open area	CW 02215	%	75 (max.)
unit weight	ASTM D 5261	oz/yd <sup>2</sup>	5.0 (min.)

TECHNICAL CHARACTERISTICS	TEST METHOD	UNIT	DATA
junction efficiency	GRI-GG2	%	90 (min.)

The supplier should provide a certification that their product meets the above requirements.

The geotechnical reinforcement shall be placed as described herein or as shown on the cross sections.

Geogrid shall be delivered to the jobsite in such a manner as to facilitate handling and incorporation into the work without damage. Material shall be stored in such a manner as to prevent exposure to direct sunlight and damage by other construction activities.

Prior to the installation of the geogrid, the application surface shall be cleared of debris, sharp objects and trees. Tree stumps shall be cut to the level of the ground surface. If the stumps cannot be cut to the ground level, they shall be completely removed. In the case of subgrades, all wheel tracks or ruts in excess of 3 inches in depth shall be graded smooth or otherwise filled with soil to provide a reasonably smooth surface.

The geotechnical reinforcement shall be placed with the “roll length” parallel to the pavement. Fabric of insufficient width or length to fully cover the specified area shall be lapped a minimum of 24 inches. The geogrid should be secured in place.

Installation:

The granular blanket shall be constructed to the width and depth required on the plans. Unless otherwise specified, the material shall be back-dumped on the Geogrid in a sequence of operations beginning at the outer edges of the treatment area with subsequent placement towards the middle.

Placement of material on the Geogrid shall be accomplished by spreading dumped material off of previously placed material with a bulldozer blade or endloader, in such a manner as to prevent tearing or shoving of the Geogrid. Dumping of material directly on the Geogrid will only be permitted to establish an initial working platform. No construction equipment shall be allowed on the Geogrid prior to placement of the granular blanket. If the geogrid develops wrinkles or moves significantly, an alternative method of securing it shall be used.

Unless otherwise specified in the plans or Special Provisions, the granular material, shall be placed to the full required thickness and compacted to the satisfaction of the Engineer.

Geogrid which is damaged during installation or subsequent placement of granular material, due to failure of the Contractor to comply with these provisions, shall be repaired or replaced at his expense, including costs of removal and replacement of the granular material.

Torn Geogrid may be patched in-place by cutting and placing a piece of the same Geogrid over the tear. The dimensions of the patch shall be at least 2 feet larger than the largest dimension of the tear and it shall be weighted or otherwise secured to prevent the granular material from causing lap separation.

Method of Measurement: Geotechnical Reinforcement will be measured in square yards for the surface area placed. The excavation, replacement and compaction of the granular layer shall be paid for separately.

Basis of Payment: This work will be measured in place and the area computed in square yards. The work will be paid for at the contract unit price per Square Yard for GEOTECHNICAL REINFORCEMENT.

**PCC AUTOMATIC BATCHING EQUIPMENT**

Effective: January 1, 2015

Revised: April 12, 2016

Portland cement concrete provided shall be produced from batch plants that conform to the requirements of Article 1103.03 (a) and (b) of the Standard Specifications for Road and Bridge Construction. Semi-automatic batching will not be allowed.

Plants shall have computerized batching interfaced with a printer. Batch weights, aggregate mixtures, water added, amount of each admixture or additive, and percent variance from design shall be printed for each batch. Tickets shall state the actual water-cement ratio as batched, and the amount of water that can be added to the batch without exceeding the maximum water-cement ratio. Truck delivery tickets are still required as per Article 1020.11(a)(7) of the Standard Specifications.

**PCC QC/QA ELECTRONIC REPORTS SUBMITTAL**

Effective: January 1, 2015

Revised: April 12, 2016

The Contractor’s QC personnel shall be responsible for electronically submitting BMPR MI654 “Concrete Air, Slump, and Quantity,” BMPR MI655 “P.C. Concrete Strength,” and BMPR MI504 “Aggregate Gradation” reports to the Department. The format for the electronic submittals shall be the QMP package reporting program, which will be provided by the Department. Microsoft Excel 2007 or newer and Microsoft Outlook is required for this program which shall be provided by the Contractor.

**ROCK FILL**

Effective: May 1, 1995

Revised: August 29, 2013

This work shall consist of placing CS02 at locations shown in the plans.

The CS02 shall consist of crushed gravel, crushed stone, or crushed concrete of sound durable particles, reasonably free of deleterious materials meeting the following gradation:

Grad No.	Sieve Size and Percent Passing		
	6"	4"	2"
CS02	100	80±10	25±15

This work shall be paid for at the contract unit price per Ton for ROCK FILL.

**REMOVAL OF EXISTING STRUCTURES**

Effective: July 28, 2014

This work shall be done in accordance with Section 501 of the Standard Specifications. The work shall consist of removing and disposing of the existing bridges (superstructure and substructure), existing bridges’ wingwalls, existing concrete retaining wall, and existing bridges’, existing bridges’ wingwalls’, and existing concrete retaining wall’s foundation systems (including piling).

No.	Station	Description
1	99+57.05	Single span reinforced concrete bridge with closed reinforced concrete abutments supported on timber piles. No. salvage.
2	199+47.53	Single span reinforced concrete bridge with closed reinforced concrete abutments supported on timber piles. No. salvage.
3	3040+80.01 to 3041+93.53	Reinforced concrete retaining wall with reinforced concrete spread footing supported on piles. Approximate length = 216’.

The extent of removal of Structure No.'s 1 and 2 southern abutments, southern wingwalls, and southern foundation systems (including piling) shall be coordinated with the three-sided structure design. The extent of removal of Structure No.'s 1 and 2 southern abutments, southern wingwalls, and southern foundation systems (including piling) may need to exceed the limits in Section 501.

The extent of removal of Structure No. 3 shall be 2.0 feet minimum below proposed finished grade. The portion of the retaining wall a minimum of 2.0 feet or deeper below proposed finished grade may remain in place.

This work, including removal that may need to exceed the limits in Section 501, shall be paid for at the contract unit price per Each for REMOVAL OF EXISTING STRUCTURES of the number specified.

#### **SECTION 404 – NATIONWIDE PERMIT #14 (NON-REPORTING)**

Effective: April 1, 2019

An United States Army Corps of Engineers (USACOE) Section 404 - Nationwide Permit #14 has not been procured for this project because it's considered as "Non-Reporting" because the following conditions are being met:

- 1) The loss of Waters of the United States does not exceed 1/10<sup>th</sup> acre; and
- 2) There are no discharges into a special aquatic site, including wetlands.

The requirements and conditions of the Nationwide Permit #14 must still be adhered to and can be found at the following link:

<https://www.swt.usace.army.mil/Portals/41/docs/missions/regulatory/NationwidePermits/Nationwide%20Permit%2014%20-%20Linear%20Transportation%20Projects.pdf?ver=2017-03-31-150712-910>

In the event that these conditions are not being met, it will be necessary to submit a pre-construction notification to the USACOE.

No additional payment shall be made for this work.

This Special Provision expires on March 18, 2022 per [Federal Register Volume 82, Issue 4 \(January 6, 2017\)](#).

#### **AVAILABILITY OF ELECTRONIC FILES**

Effective 10/16 Revised 2/10/17

2D MicroStation and GEOPAK files of this project will be made available to the Contractor after contract award. This information will be provided upon request as MicroStation CADD files and Geopak coordinate geometry files ONLY. If data is required in other formats it will be your responsibility to make these conversions. Contractor shall coordinate obtaining electronic files through the Project Engineer. If there is a conflict between the electronic files and the printed contract plans and documents, the printed contract plans and documents shall take precedence over the electronic files. The Contractor shall accept all risk associated with using the electronic files and shall hold the Department harmless for any errors or omissions in the electronic files and

the data contained therein. Errors or delays resulting from the use of the electronic files by the Contractor shall not result in an extension of time for any interim or final completion date or shall not be considered cause for additional compensation. The Contractor shall not use, share, or distribute these electronic files except for the purpose of constructing this contract. Any claims by third parties due to use or errors shall be the sole responsibility of the Contractor. The Contractor shall include this disclaimer with the transfer of these electronic files to any other parties and shall include appropriate language binding them to similar responsibilities.

**WATERPROOFING MEMBRANE SYSTEM FOR BURIED STRUCTURES**

Description. This work shall consist of furnishing and placing a membrane waterproofing system on the top slab and sidewalls, or portions thereof, for buried structures, including three sided precast concrete structures as detailed on the contract plans.

All membrane waterproofing systems shall be supplied by qualified producers. The Department will maintain a list of qualified producers.

Materials. The materials used in the waterproofing system shall consist of the following.

(a) Cold-applied, self-adhering rubberized asphalt/polyethylene membrane sheet with the following properties:

<b>Physical Properties</b>	
Thickness ASTM D 1777 or D 3767	60 mils (1.500 mm) min.
Width	36 inches (914 mm) min.
Tensile Strength, Film ASTM D 882	5000 lb./in <sup>2</sup> (34.5 MPa) min.
Pliability [180° bend over 1" inch (25 mm) mandrel @ -20 °F (-29 °C)] ASTM D 146 (Modified) or D1970	No Effect
Puncture Resistance-Membrane ASTM E 154	40 lb. (178 N) min.
Permeability (Perms) ASTM E 96, Method B	0.1 max.
Water Absorption (% by Weight) ASTM D 570	0.2 max.
Peel Strength ASTM D 903	9 lb./in (1576 N/m) min.

b) Ancillary Materials: Adhesives, Conditioners, Primers, Mastic, Two-Part Liquid Membranes, and Sealing Tapes as required by the manufacturer of the membrane and film for use with the respective membrane waterproofing system.

Construction. The areas requiring waterproofing shall be prepared and the waterproofing shall be installed in accordance with the manufacturer's instructions. The Contractor shall not install any part of a membrane waterproofing system in wet conditions, or if the ambient or concrete surface temperature is below 40° (4° C), unless allowed by the Engineer.

Surfaces to be waterproofed shall be smooth and free from projections which might damage the membrane sheet. Projections or depressions on the surface that may cause damage to the membrane shall be removed or filled as directed by the Engineer. The surface shall be power washed and cleaned of dust, dirt, grease, and loose particles, and shall be dry before the waterproofing is applied.

The Contractor shall uniformly apply primer to the entire area to be waterproofed, at the rate stated in the manufacturer's instructions, by brush, or roller. The Contractor shall brush out primer that tends to puddle in low spots to allow complete drying. The primer shall be cured according to the manufacturer's instructions. Primed areas shall not stand uncovered overnight. If membrane sheets are not placed over primer within the time recommended by the manufacturer, the Contractor shall recoat the surfaces at no additional cost to the Department.

The installation of the membrane sheet to primed surfaces shall be such that all joints are shingled to shed water by commencing from the lowest elevation of the buried structure's top slab and progress towards the highest elevation. The membrane sheets shall be overlapped as required by the manufacturer. The Contractor shall seal with mastic any laps that were not thoroughly sealed. The membrane shall be smooth and free of wrinkles and there shall be no depressions in horizontal surfaces of the finished waterproofing. After placement, exposed edges of membrane sheets shall be sealed with a troweled bead of a manufacturer's recommended mastic, or two-part liquid membrane, or with sealing tape.

Sealing bands at joints between precast segments shall be installed prior to the waterproofing system being applied. Where the waterproofing system and sealing band overlap, the installation shall be planned such that water will not be trapped or directed underneath the membrane or sealing band.

Care shall be taken to protect and to prevent damage to the waterproofing system prior to and during backfilling operations. The waterproofing system shall be removed as required for the installation of slab mounted guardrails and other appurtenances. After the installation is complete, the system shall be repaired and sealed against water intrusion according to the manufacturer's instructions and to the satisfaction of the Engineer.

Replace the last paragraph of Article 540.06 Precast Concrete Box Culverts and replace with:

Handling holes shall be filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation nor project above the outside surface to the extent that may cause damage to the membrane. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar compatible with the membrane.

Method of Measurement. The waterproofing system will be measured in place, in square yards (square meters) of the concrete surface to be waterproofed.

Basis of Payment. This work will be paid for at the contract unit price, per square yard (square meter) for WATERPROOFING MEMBRANE SYSTEM FOR BURIED STRUCTURES.

## **SETTLEMENT PLATFORMS**

Description. This work shall be done according to applicable articles in Section 204 of the Standard Specifications and the Settlement Platform Detail in the District Details section of the plans except as herein modified.

This work shall consist of furnishing and placing Settlement Platforms meeting the requirements of Article 204.03 and Article 204.06 of the Standard Specifications and the plan details. The Settlement Platforms shall be installed at the locations shown on the plans or as directed by the Engineer. The Settlement Platforms will be monitored by the Engineer to determine when construction of the incidental hot-mix asphalt surfacing along TR 230 (Town Hall Road) and TR 238 (Melugins Grove Road) can commence.

Four (4) Settlement Platforms are recommended for embankment construction at the locations specified on the US 30 Roadway Plan and Profile sheets. The minimum monitoring period for the Settlement Platforms shall be 95 days and the period shall begin after installation of the rock fill and commencement of embankment construction. It is estimated the settlement of TR230 (Town Hall Road) may take up to 190 days and up to 6.5 inches of settlement may occur. TR 238 (Melugins Grove Road) settlement will occur primarily as the embankment is constructed. Settlement platforms should be placed to monitor the settlement throughout the embankment construction. TR 230 (Town Hall Road) shall be completed first to allow the settlement period to occur during construction of TR 238 (Melugins Grove Road). Traffic can traverse TR 230 (Town Hall Road) during the settlement period with the contractor maintaining the aggregate surface during the settlement.

Settlement Platform monitoring will be performed at a minimum frequency of once per week. The monitoring periods for each platform may be extended by the Engineer until no more than 0.01' of settlement occurs per week for a minimum of two (2) consecutive weeks. The duration of the settlement monitoring period(s) is at the discretion of the Engineer.

Method of Measurement. This work will be measured for payment in units of Each at the locations designated on the plans.

Basis of Payment. This work shall be paid for at the contract unit price per Each for SETTLEMENT PLATFORMS, which price shall include all labor, equipment, and materials necessary to install, maintain, and partially remove and cap the settlement platforms.

Additional Settlement Platforms requested by the Engineer to aid in the determination of settlement rate and amount shall be paid at the contract unit price per Each for SETTLEMENT PLATFORMS.

If the Contractor requests a credit for the placement of additional embankment due to settlement during construction, the Engineer may require additional Settlement Platforms be installed for quantity determination. Settlement Platforms installed for quantity determination shall not be paid for separately but shall be considered included in the cost of EARTH EXCAVATION.

## **WEAK POST GUARDRAIL ATTACHED TO CULVERT**

Add the following third paragraph to Article 630.03 of the Standard Specifications to read:

“The weak post guardrail to be attached to the three-sided structures shall be Case II or Case IV. The applicable Case (Case II or Case IV) is dependent upon specific culvert dimensions delineated on Standard 630111. The culvert dimensions necessary to determine whether Case II or Case IV applies will be determined as part of the design of each of the three-sided structures. The weak post guardrail Case (Case II or Case IV) to be furnished and installed shall be based on the approved design for each of the three-sided structures.”

Revise Articles 630.07 Method of Measurement and 630.08 Basis of Payment to read:

“This work shall be included in the per foot price for the item THREE-SIDED PRECAST CONCRETE STRUCTURES of the dimensions specified.”

## **REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (PROJECT SPECIFIC)**

Description. This work shall consist of the removal and disposal of regulated substances according to Section 669 of the Standard Specifications as revised below.

Contract Specific Work Areas. For stationing, the lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit, whichever is less.

The following contract specific work areas shall be monitored by the Environmental Firm for soil contamination and workers protection.

ISGS Site 1862V2-5 – Right of Way, 2600 Block of US 30, unincorporated Viola Township (US 30 approximately 730 m (2,400 feet) west of Town Hall Road, Lee County

- Station 3020+00 to 3027+00, 0 to 45 feet (RT). The Engineer has determined this material meets the criteria of and shall be managed in accordance to Article 669.05(a)(1).  
Contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.

### **Work Zones**

Three distinct OSHA HAZWOPER work zones (exclusion, decontamination, and support) shall apply to projects adjacent to or within sites with documented leaking underground storage tank (LUST) incidents, or sites under management in accordance with the requirements of the Site Remediation Program (SRP), Resource Conservation and Recovery Act (RCRA), or Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or as deemed necessary. For this project, the work zones apply for the following ISGS PESA Sites:

**None**

Additional information on the contract specific work areas listed above collected during the regulated substances due-diligence process is available through the District’s Environmental Studies Unit (DESU).

### **STEEL PLATE BEAM GUARDRAIL-SHORT RADIUS**

This work consists of installation of "Short Radius Guardrail" as shown on the plans.

**CONSTRUCTION:** This work shall be according to applicable portions of Sections 630, 631, and 633 of the Standard Specifications and as shown on the plan details and applicable standards, or as directed by the Engineer.

**MEATHOD MEASUREMENT:** The work shall be measured in feet.

**BASIS OF PAYMENT:** The Work shall be paid for at the contract unit price per FOOT for STEEL PLATE BEAM GUARDRAIL (SHORT RADIUS). Such prices shall include all labor, materials, and equipment necessary to complete the work.

### **THREE SIDED PRECAST CONCRETE STRUCTURE (SPECIAL)**

Effective: December 21, 2016

Revised: March 24, 2023

**General.** This work shall consist of designing, furnishing and installing the three-sided precast concrete structure according to applicable portions of Sections 502, 503, 504, 512, and 540 of the Standard Specifications. The three-sided structure shall be sized to provide the design fill, minimum clear span, and maximum waterway opening specified on the contract plans. In addition, the out to out length of the structure shall be as specified on the contract plans.

**Prequalification.** The Department maintains a pre-qualified list of proprietary structural systems permitted for three sided structures. This list can be found on the Department's web site under Prequalified Structural Systems. The Contractor's options are limited to those systems pre-qualified by the Department. These systems have been reviewed for structural feasibility and adequacy only and their presence on this list shall in no case relieve the Contractor of the site specific design or QC/QA requirements stated herein.

The Contractor shall utilize the services of a pre-qualified design engineering firm to coordinate the development of all construction documents and provide any design engineering services not provided by the supplier of the precast structure. The engineering firm shall be pre-qualified according to the Department, in the category of "Highway Bridges: Typical". Firms involved in any part of the project (plan development or management for the Department) will not be eligible to provide these services. Evidence of pre-qualification shall be included with the design submittal.

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

Item	Article/Section
(a) Cast-In-Place Concrete	1020
(b) Fine Aggregate (Note 1)	1003.04
(c) Coarse Aggregate (Note 1)	1004.05
(d) Metal Shell Piling	1006.05(a)
(e) Steel Piling	1006.05(b)
(f) Reinforcement Bars	1006.10
(g) Geocomposite Wall Drains	1040.07
(g) Precast Concrete (Note 2)	1042.03

Note 1: Backfill for the structure shall be compacted Granular Backfill except for the areas directly behind drainage openings which shall be Porous Granular Backfill unless a geocomposite wall drain is utilized.

Note 2: All three-sided precast concrete structures, precast headwalls, precast wingwalls and precast footings shall be produced according to ASTM C 1504 and according to the Department's latest Policy Memorandum "Quality Control/ Quality Assurance Program for Precast Concrete Products".

**Design.** The design of a three-sided precast concrete structure including headwalls, wingwalls, foundations, ground improvement if needed, and railing connections to the structure if applicable, shall be according to the Contract Plans and latest edition of the AASHTO LRFD Bridge Design Specifications, referenced on the structure plans, and shall include the effects of the foundation deflection during the sequence of construction anticipated. Railings shall be of the type specified on the Contract Plans and the connections shall at a minimum be designed to meet a TL 3 designation unless noted otherwise on the Contract Plans.

The Contractor shall be responsible for all work necessary to design and construct the foundations, including any stub walls, footings, piling, shafts, over excavation and aggregate backfill, geopiers, scour protection, and water diversion necessary to deal with the site conditions encountered. Their design shall be according to the current Departments policies for foundations found in Section 3.10 of the IDOT Bridge Manual. The top of footing depth shown on the plans is assumed based on the foundation scour protection method shown on the plans. Unless otherwise specified, the contractor/supplier may elect to provide and alternate method of scour protection according to Section 2.3 of the IDOT Bridge Manual. The actual scour depth(s) shall be calculated based on the foundation and protection method chosen.

Three sided precast concrete structures located within a Seismic Zone greater than 1, as defined in the AASHTO LRFD Bridge Design Specifications Table 3.10.6-1, shall satisfy the following requirements:

- 1) The structure shall be connected to the footing/pedestal 2 ft. (600 mm) from the outermost exterior edge of the structure at all four corners with a galvanized rigid mechanical connection subject to the approval of the Engineer. This connection shall be located on the interior face of the segment to allow for future inspection.
- 2) All top joints of exterior segments within a length of 12 ft. (3.65 m) at each end of the structure, regardless of the fill cover, shall be mechanically connected as previously described. The mechanical connection is subject to the approval of the Engineer.

The system chosen by the Contractor shall provide a hydraulically equivalent waterway opening to that specified on the plans. Evidence of equivalency shall also be provided in writing to the Engineer for review and approval prior to ordering any materials.

**Submittals.** The Contractor shall submit complete design and construction documents to the Department for review and approval prior to starting construction. The submittals shall include all calculations, shop drawings, working drawings, etc. necessary to successfully construct the structure. In addition an initial Structure Load Rating Summary (SLRS- see form BBS 2795), and analysis file(s) shall be submitted. All documents shall be prepared and sealed by Illinois Licensed Structural Engineer(s). The calculations, SLRS, and drawings shall be submitted a minimum of 45 days prior to construction. Shop drawings for three sided precast concrete

structures shall be submitted according to Article 1042.03(b) and Article 105.04 of the Standard Specifications.

The construction plans shall also include a revised waterway information table with the actual opening provided for all events, and any revisions to the scour table (if necessary) to account for the actual structure installed. The remaining information in the waterway information table shall match the waterway information table shown in the contract plans. Upon completion of the project the Contractor shall provide "As-Built" record drawings in CADD format, for the Departments use.

**Construction.** No construction of the foundations shall be started until written approval of the shop drawings is provided by the Engineer. The Contractor shall be responsible for diverting the water from the construction area as needed using a method meeting the approval of the Engineer. The cost of diverting the water shall be considered as included in the contract unit price bid for the three sided structure being constructed and no additional compensation will be allowed.

The Contractor shall obtain technical assistance from the supplier of the precast units in the form of onsite instruction and monitoring of construction staff to ensure proper installation of all units. In addition, if any issues related to fabrication and/or assembly arise during installation, the Contractor in conjunction with the supplier of the system shall be responsible for any remedial action required to remedy the situation subject to the approval of the Engineer and at no additional cost to the Department.

Unless otherwise specified, structures with a minimum design fill height of 3 ft (900 mm) or less shall be waterproofed with a system as specified elsewhere in the contract.

For structures spanning over water, 3 in. (75mm) diameter drain openings, spaced at a maximum of 8 ft (2.4 m) centers, 2 ft (600 mm) above the flow line shall be provided according to Article 503.11. For structures spanning over traffic, a geocomposite wall drain and pipe underdrain outlet system shall be installed and no drainage openings through the sidewalls will be allowed.

Whenever possible, segments shall be set from the center of the structure outward to minimize growth, caused by variation in the as-cast segment width, to ensure the headwall section and wings can be set where specified. Any joints between segments greater than ½ inch (13 mm) shall be grouted according to Article 504.06(e) prior to waterproofing.

All joints between segments shall be sealed according to Article 540.06. When the minimum fill over the structure, between the edges of the shoulders, is less than or equal to 3 ft. (1 m), the top joints between segments shall also be secured with a previously approved mechanical connection. The mechanical connection shall be used to connect a minimum length of 12 ft. (3.65 m) of exterior segments at each end of the structure. There shall be a minimum of 4 mechanical connections per joint with a maximum spacing of 10 ft. (3 m). All plates, shapes, and hardware shall be galvanized or stainless steel. If the design of the structure also requires grouted shear keys, the keyway shall be cast in the top slab of the segments and grouted according to Article 504.06(e).

The excavation and backfill for three sided precast concrete structures shall be according to Section 502 of the Standard Specifications and any additional backfilling requirements based on the precast supplier's design. All construction inspection and material certification necessary to verify these additional backfilling requirements in the field shall be the responsibility of the supplier. The three-sided precast concrete structure shall be placed according to applicable requirements of Article 542.04(d) of the Standard Specifications. When multi-spans are used a 3

in. (75 mm) minimum space shall be left between adjacent sections. After the precast units are in place and the backfill has been placed to midheight on each exterior side of the sidewalls, the space between adjacent interior legs shall be filled with Class SI concrete. The Class SI concrete shall be according to Section 1020, except the maximum size of the aggregate shall be 3/8 in. (9.5 mm).

**Method of Measurement.** Three sided precast concrete structures will be measured in feet (meters). The overall length shall be measured from out to out of headwalls along the centerline of each span of the structure. Class SI concrete placed between adjacent spans, grouted keyways or mechanical connections between precast units, and mechanical connections between the precast units and the substructure will not be measured for payment. All items necessary to construct the wingwalls, headwalls, foundation scour protection options and foundation shall not be measured for payment separately, but shall be included in this work.

**Basis of Payment.** This work will be paid for at the contract unit price per foot (meter) for THREE SIDED PRECAST CONCRETE STRUCTURES (SPECIAL) of the clear span specified. Rock excavation will be paid for separately according to Article 502.13 of the Standard Specifications.

When foundation scour protection is specified, the cost to design and construct it shall be included in this item. Metal railing shall be measured and paid for according to Section 509 of the Standard Specification.

The cost of waterproofing when specified will not be included in this item but will be paid for separately.

## **AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)**

Effective: January 1, 2008

Revised: April 1, 2023

Description. This work shall consist of furnishing and operating automated flagger assistance devices (AFADs) as part of the work zone traffic control and protection for two-lane highways where two-way traffic is maintained over one lane of pavement in segments where no sideroads or entrances require deployment of additional flaggers. Use of these devices shall be at the option of the Contractor.

Equipment. AFADs shall be the STOP/SLOW or Red/Yellow Lens type mounted on a trailer or moveable cart meeting the requirements of the MUTCD and NCHRP 350 or MASH 2016, Category 4.

General. AFADs shall be placed at each end of the traffic control, where a flagger is shown on the plans. The AFAD shall be setup within five degrees of vertical.

Flagger symbol signs as shown on the plans shall be replaced with "BE PREPARED TO STOP" signs when the AFAD is in operation.

Personal communication devices shall not be used to operate the AFAD.

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

Each AFAD shall be operated by a flagger trained to operate the specific AFAD to be deployed. A minimum of two flaggers shall be on site at all times during operation. Each flagger shall be positioned outside the lane of traffic and near each AFAD's location.

Flagging equipment required for traditional flagging shall be available near each AFAD location in the event of AFAD equipment malfunction/failure.

For nighttime flagging, the AFAD and flagger shall be illuminated according to Article 701.13 of the Standard Specifications.

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

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

**CEMENT, TYPE IL (BDE)**

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

“(k) Type IL Portland-Limestone Cement .....1001”

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

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

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

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

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

“(a) Cement, Type I or IL .....1001”

## COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the Contractor’s yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

#### **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																				
Nominal Diameter (in.)	Type 1					Type 2					Type 3					Type 4				
	Fill Height: 3' and less, with 1' min					Fill Height: Greater than 3', not exceeding 10'					Fill Height: Greater than 10', not exceeding 15'					Fill Height: Greater than 15', not exceeding 20'				
	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP
10	X	QPL	X	QPL	NA	X	QPL	X	QPL	NA	X	QPL	X	QPL	NA	X	QPL	X	QPL	NA
12	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL
15	X	QPL	NA	QPL	QPL	X	QPL	NA	QPL	QPL	X	QPL	NA	QPL	QPL	X	QPL	NA	QPL	QPL
18	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL
21	X	QPL	NA	QPL	NA	X	QPL	NA	QPL	NA	X	QPL	NA	QPL	NA	X	QPL	NA	NA	NA
24	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	NA	QPL
27	X	NA	NA	NA	NA	X	NA	NA	NA	NA	X	NA	NA	NA	NA	X	NA	NA	NA	NA
30	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	NA	QPL
36	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	NA	QPL
42	X	NA	X	QPL	QPL	X	NA	X	QPL	QPL	X	NA	X	NA	QPL	X	NA	X	NA	NA
48	X	NA	X	QPL	QPL	X	NA	X	QPL	QPL	X	NA	X	NA	QPL	X	NA	X	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	NA	QPL	QPL	NA	NA	NA	NA	NA	NA	NA	NA	NA

- Notes: 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  
 NA Not Acceptable

PIPE CULVERTS (metric)																				
TABLE IIIA: PLASTIC PIPE PERMITTED																				
FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE																				
Nominal Diameter (mm)	Type 1					Type 2					Type 3					Type 4				
	Fill Height: 1 m and less, with 0.3 m min. cover					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				
	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP
250	X	QPL	X	QPL	NA	X	QPL	X	QPL	NA	X	QPL	X	QPL	NA	X	QPL	X	QPL	NA
300	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL
375	X	QPL	NA	QPL	QPL	X	QPL	NA	QPL	QPL	X	QPL	NA	QPL	QPL	X	QPL	NA	QPL	QPL
450	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL
525	X	QPL	NA	QPL	NA	X	QPL	NA	QPL	NA	X	QPL	NA	QPL	NA	X	QPL	NA	NA	NA
600	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	NA	QPL
675	X	NA	NA	NA	NA	X	NA	NA	NA	NA	X	NA	NA	NA	NA	X	NA	NA	NA	NA
750	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	NA	QPL
900	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	QPL	QPL	X	QPL	X	NA	QPL
1050	X	NA	X	QPL	QPL	X	NA	X	QPL	QPL	X	NA	X	NA	QPL	X	NA	X	NA	NA
1200	X	NA	X	QPL	QPL	X	NA	X	QPL	QPL	X	NA	X	NA	QPL	X	NA	X	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 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
  - NA Not Acceptable

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

PIPE CULVERTS (metric)											
TABLE IIIB: PLASTIC PIPE PERMITTED											
FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE											
Nominal Diameter (mm)	Type 5					Type 6			Type 7		
	Fill Height: Greater than 6 m, not exceeding 7.5 m					Fill Height: Greater than 7.5 m, not exceeding 9 m			Fill Height: Greater than 9 m, not exceeding 10.5 m		
	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	PVC	CPVC	PE
250	X	QPL	X	QPL	NA	X	QPL	X	X	QPL	X
300	X	QPL	X	QPL	QPL	X	QPL	X	X	QPL	X
375	X	QPL	NA	NA	QPL	X	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	X	QPL	X	NA	NA	X	QPL	X	X	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	X	QPL	X	NA	NA	X	QPL	X	X	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 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
  - NA Not Acceptable

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.	Type 1								Type 2							
	Fill Height: 3' and less, with 1' min.								Fill Height: Greater than 3', not exceeding 10'							
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP
10	NA	3	X	X	QPL	X	QPL	NA	NA	1	*X	X	QPL	X	QPL	NA
12	IV	NA	X	X	QPL	X	QPL	QPL	II	1	*X	X	QPL	X	QPL	QPL
15	IV	NA	NA	X	QPL	NA	QPL	QPL	II	1	*X	X	QPL	NA	QPL	QPL
18	IV	NA	NA	X	QPL	X	QPL	QPL	II	2	X	X	QPL	X	QPL	QPL
21	III	NA	NA	X	QPL	NA	QPL	NA	II	2	X	X	QPL	NA	QPL	NA
24	III	NA	NA	X	QPL	X	QPL	QPL	II	2	X	X	QPL	X	QPL	QPL
27	III	NA	NA	X	NA	NA	NA	NA	II	3	X	X	NA	NA	NA	NA
30	IV	NA	NA	X	QPL	X	QPL	QPL	II	3	X	X	QPL	X	QPL	QPL
33	III	NA	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA
36	III	NA	NA	X	QPL	X	QPL	QPL	II	NA	X	X	QPL	X	QPL	QPL
42	II	NA	X	X	NA	X	QPL	QPL	II	NA	X	X	NA	X	QPL	QPL
48	II	NA	X	X	NA	X	QPL	QPL	II	NA	X	X	NA	X	QPL	QPL
54	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
60	II	NA	NA	NA	NA	NA	QPL	QPL	II	NA	NA	NA	NA	NA	QPL	QPL
66	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
72	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
78	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
84	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
90	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
96	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
102	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
108	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA

- RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
- 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
- NA Not Acceptable
- \* May also use Standard Strength Clay Pipe

TR Route 230 & 238 (Town Hall Rd. & Melugins Grove Rd.)  
 Project HBFP-Z7BK(316)  
 Section 114BR-1 & 114BR-2  
 Lee County  
 Contract No. 64B39

STORM SEWERS (metric)																
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED																
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE																
Nominal Diameter mm	Type 1								Type 2							
	Fill Height: 1 m and less, with 300 mm min.								Fill Height: Greater than 1 m, not exceeding 3 m							
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP
250	NA	3	X	X	QPL	X	QPL	NA	NA	1	*X	X	QPL	X	QPL	NA
300	IV	NA	X	X	QPL	X	QPL	QPL	II	1	*X	X	QPL	X	QPL	QPL
375	IV	NA	NA	X	QPL	NA	QPL	QPL	II	1	*X	X	QPL	NA	QPL	QPL
450	IV	NA	NA	X	QPL	X	QPL	QPL	II	2	X	X	QPL	X	QPL	QPL
525	III	NA	NA	X	QPL	NA	QPL	NA	II	2	X	X	QPL	NA	QPL	NA
600	III	NA	NA	X	QPL	X	QPL	QPL	II	2	X	X	QPL	X	QPL	QPL
675	III	NA	NA	X	NA	NA	NA	NA	II	3	X	X	NA	NA	NA	NA
750	IV	NA	NA	X	QPL	X	QPL	QPL	II	3	X	X	QPL	X	QPL	QPL
825	III	NA	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA
900	III	NA	NA	X	QPL	X	QPL	QPL	II	NA	X	X	QPL	X	QPL	QPL
1050	II	NA	X	X	NA	X	QPL	QPL	II	NA	X	X	NA	X	QPL	QPL
1200	II	NA	X	X	NA	X	QPL	QPL	II	NA	X	X	NA	X	QPL	QPL
1350	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1500	II	NA	NA	NA	NA	NA	QPL	QPL	II	NA	NA	NA	NA	NA	QPL	QPL
1650	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1800	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1950	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2100	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2250	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2400	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
2550	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
2700	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA

- RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
- 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
- NA Not Acceptable
- \* May also use Standard Strength Clay Pipe

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.	Type 3								Type 4							
	Fill Height: Greater than 10' not exceeding 15'								Fill Height: Greater than 15' not exceeding 20'							
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP
10	NA	2	X	X	QPL	X	QPL	NA	NA	3	X	X	QPL	X	QPL	NA
12	III	2	X	X	QPL	X	QPL	QPL	IV	NA	NA	X	QPL	X	QPL	QPL
15	III	3	X	X	QPL	NA	QPL	QPL	IV	NA	NA	X	QPL	NA	QPL	QPL
18	III	NA	X	X	QPL	X	QPL	QPL	IV	NA	NA	X	QPL	X	QPL	QPL
21	III	NA	NA	X	QPL	NA	QPL	NA	IV	NA	NA	X	QPL	NA	NA	NA
24	III	NA	NA	X	QPL	X	QPL	QPL	IV	NA	NA	X	QPL	X	NA	QPL
27	III	NA	NA	X	NA	NA	NA	NA	IV	NA	NA	X	NA	NA	NA	NA
30	III	NA	NA	X	QPL	X	QPL	QPL	IV	NA	NA	X	QPL	X	NA	QPL
33	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
36	III	NA	NA	X	QPL	X	QPL	QPL	IV	NA	NA	X	QPL	X	NA	QPL
42	III	NA	NA	X	NA	X	NA	QPL	IV	NA	NA	X	NA	X	NA	NA
48	III	NA	NA	X	NA	X	NA	QPL	IV	NA	NA	X	NA	X	NA	NA
54	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
60	III	NA	NA	NA	NA	NA	NA	QPL	IV	NA	NA	NA	NA	NA	NA	NA
66	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
72	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
78	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
84	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
90	III	NA	NA	NA	NA	NA	NA	NA	1680	NA	NA	NA	NA	NA	NA	NA
96	III	NA	NA	NA	NA	NA	NA	NA	1690	NA	NA	NA	NA	NA	NA	NA
102	III	NA	NA	NA	NA	NA	NA	NA	1700	NA	NA	NA	NA	NA	NA	NA
108	1360	NA	NA	NA	NA	NA	NA	NA	1710	NA	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

NA Not Acceptable

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

NA Not Acceptable

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.	Type 5						Type 6				Type 7			
	Fill Height: Greater than 20', not exceeding 25'						Fill Height: Greater than 25', not exceeding 30'				Fill Height: Greater than 30', not exceeding 35'			
	RCCP	PVC	CPVC	PE	CPE	CPP	RCCP	PVC	CPVC	PE	RCCP	PVC	CPVC	PE
10	NA	X	QPL	X	QPL	NA	NA	X	QPL	X	NA	X	QPL	X
12	IV	X	QPL	X	QPL	QPL	V	X	QPL	X	V	X	QPL	X
15	IV	X	QPL	NA	NA	QPL	V	X	QPL	NA	V	X	QPL	NA
18	IV	X	QPL	X	NA	NA	V	X	QPL	X	V	X	QPL	X
21	IV	X	QPL	NA	NA	NA	V	X	QPL	NA	V	X	QPL	NA
24	IV	X	QPL	X	NA	NA	V	X	QPL	X	V	X	QPL	X
27	IV	X	NA	NA	NA	NA	V	X	NA	NA	V	X	NA	NA
30	IV	X	QPL	X	NA	QPL	V	X	QPL	X	V	X	QPL	X
33	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA
36	IV	X	QPL	X	NA	NA	V	X	QPL	X	V	X	QPL	X
42	IV	X	NA	X	NA	NA	V	X	NA	X	V	X	NA	X
48	IV	X	NA	X	NA	NA	V	X	NA	X	V	X	NA	X
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

NA Not Acceptable

STORM SEWERS (metric)														
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED														
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE														
Nominal Diameter mm	Type 5						Type 6				Type 7			
	Fill Height: Greater than 6 m, not exceeding 7.5 m						Fill Height: Greater than 7.5 m, not exceeding 9 m				Fill Height: Greater than 9 m, not exceeding 10.5 m			
	RCCP	PVC	CPVC	PE	CPE	CPP	RCCP	PVC	CPVC	PE	RCCP	PVC	CPVC	PE
250	NA	X	QPL	X	QPL	NA	NA	X	QPL	X	NA	X	QPL	X
300	IV	X	QPL	X	QPL	QPL	V	X	QPL	X	V	X	QPL	X
375	IV	X	QPL	NA	NA	QPL	V	X	QPL	NA	V	X	QPL	NA
450	IV	X	QPL	X	NA	NA	V	X	QPL	X	V	X	QPL	X
525	IV	X	QPL	NA	NA	NA	V	X	QPL	NA	V	X	QPL	NA
600	IV	X	QPL	X	NA	NA	V	X	QPL	X	V	X	QPL	X
675	IV	X	NA	NA	NA	NA	V	X	NA	NA	V	X	NA	NA
750	IV	X	QPL	X	NA	QPL	V	X	QPL	X	V	X	QPL	X
825	IV	NA	NA	NA	NA	NA	V	NA	NA	NA	V	NA	NA	NA
900	IV	X	QPL	X	NA	NA	V	X	QPL	X	V	X	QPL	X
1050	IV	X	NA	X	NA	NA	V	X	NA	X	V	X	NA	X
1200	IV	X	NA	X	NA	NA	V	X	NA	X	V	X	NA	X
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

NA Not Acceptable"

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.”

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

Effective: September 1, 2000

Revised: March 2, 2019

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

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

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

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

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

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform **12.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

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

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

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

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

participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.

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

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

- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "[DOT.DBE.UP@illinois.gov](mailto: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 it 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 or supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at [DOT.DBEP@illinois.gov](mailto:DOT.DBEP@illinois.gov).
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new

DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

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

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

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

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

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

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

- (f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

## FUEL COST ADJUSTMENT (BDE)

Effective: April 1, 2009

Revised: August 1, 2017

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

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

(a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and

540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

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

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

(c) Quantity Conversion Factors.

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

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

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

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

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

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

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

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

### **HOT-MIX ASPHALT (BDE)**

Effective: January 1, 2024

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

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

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

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

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

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

**PERFORMANCE GRADED ASPHALT BINDER (BDE)**

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

- (2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a

maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 “Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates” or AASHTO PP 74 “Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method”, a 50 g sample of the GTR shall conform to the following gradation requirements.

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

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

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

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

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

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

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

Table 4 - Requirements for Softener Modified Asphalt Binders		
Test	Asphalt Grade	
		SM PG 46-28
	SM PG 52-28	SM PG 52-34
	SM PG 58-22	SM PG 58-28
	SM PG 64-22	
Small Strain Parameter (AASHTO PP 113) BBR, $\Delta T_c$ , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5°C min.	
Large Strain Parameter (Illinois Modified AASHTO T 391) DSR/LAS Fatigue Property, $\Delta G^* _{peak}$ , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	≥ 54 %	

The following grades may be specified as tack coats.

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

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

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

HMA Mixtures - RAP/RAS Maximum ABR % <sup>1/2/</sup>			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface <sup>3/</sup>
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

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

- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

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

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

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

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

**PORTLAND CEMENT CONCRETE (BDE)**

Effective: August 1, 2023

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

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

## REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

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

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

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

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

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

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

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

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

**“669.07 Temporary Staging.** Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option.

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

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

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

### **SEEDING (BDE)**

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

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

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

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

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

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

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

Notes:

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

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

## **SOURCE OF SUPPLY AND QUALITY REQUIREMENTS (BDE)**

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

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

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

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

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

Effective: April 2, 2004

Revised: January 1, 2022

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

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

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

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

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

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

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

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

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

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

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

**Attachment**

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

**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%”

**SUBMISSION OF PAYROLL RECORDS (BDE)**

Effective: April 1, 2021

Revised: November 2, 2023

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

“STATEMENTS AND PAYROLLS

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

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

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

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

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

## **TRAINING SPECIAL PROVISIONS (BDE)**

Effective: October 15, 1975

Revised: September 2, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective: August 1, 2012

Revised: February 2, 2017

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

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

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

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

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

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

**Basis of Payment:** This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 2.

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

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

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

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

**VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021

Revised: November 1, 2022

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

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

**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.

**WORK ZONE TRAFFIC CONTROL DEVICES (BDE)**

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports ..... 1106.02”

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

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

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

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

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

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

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

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

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

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

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

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

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

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

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

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

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

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within **80** working days.

**SWPPP**



**Storm Water Pollution Prevention Plan**



Route	Marked Route	Section Number
TR 230 & TR 238	Town Hall Rd. & Melugins Grove Rd.	114BR-1 & 114BR-2
Project Number	County	Contract Number
HBFP-Z7BK(316)	Lee	64B39

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

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

Signature	Date
	12-08-23

Print Name	Title	Agency
Masood Ahmad, P.E.	Regional Engineer/Region 2	Illinois Department of Transportation

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

**I. Site Description:**

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

This project is located in Viola township in Lee County, Illinois, along the south side of U.S. Route 30 at the TR 238 (Town Hall Road)/U.S. Route 30 intersection and at the TR 230 (Melugins Grove Road)/U.S. Route 30 intersection.  
 TR 238 (Town Hall Road): Lat / Long 41.759455, -89.112789  
 TR 230 (Melugin's Grove Road): Lat / Long 41.759513, -89.103003

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

The proposed work consists of structure replacement and new ditch alignment along US 30 at each structure replacement. One structure will be replaced and the township road will be reopened to traffic prior to the removal and replacement of the other structure. Temporary erosion control features will be installed, maintained, and then removed from the project. All disturbed earth will be seeded to establish permanent stabilization. There will be no in-stream work.

**C. Provide the estimated duration of this project:**

One Construction Season

**D. The total area of the construction site is estimated to be 6.03 acres.**

The total area of the site estimated to be disturbed by excavation, grading or other activities is 4.75 acres.

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

Before = 0.43  
 After = 0.43

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

Drummer silty clay loam, 0% to 2% slopes, 152A, low susceptibility to water erosion - 5.3%  
Harpster silty clay loam, 0% to 2% slopes, 8067A, low susceptibility to water erosion, occasionally flooded- 0.5%  
Fella silty clay loam, 0% to 2% slopes, 8499A, low susceptibility to water erosion, occasionally flooded- 94.2%

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

N/A

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

Potentially erosive areas include side slopes and relocated ditch bottoms

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

1. Pavement removal. Pavement slopes - 1.5%
2. Subgrade grading, slopes per above
3. Ditch grading (ditch grades range from 0.07% to 0.30% (max length = 789.0 ft), side slopes range from 1.5% to 50% (max length of slope = 57.2 ft)
4. Pipe culvert construction
6. Landscaping and seeding

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

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

Inlet Swamp Drainage District and open ditches maintained by Viola Township

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

Illinois Department of Transportation

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

The receiving water for this project is the Inlet Swamp Drainage District's ditch. The Inlet Swamp Drainage District's ditch drains into the Green River.

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

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

Within 50 feet of the Water of the US, inlet and pipe protection, temporary ditch checks, and perimeter erosion barrier will be used to prevent discharge of sediment. Ex. side slopes disturbed by construction will be seeded and mulched or TRM will be installed. Relocated ditches and their side slopes will be seeded and mulched or TRM will be installed.

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



- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Concrete<br><input checked="" type="checkbox"/> Concrete Curing Compounds<br><input checked="" type="checkbox"/> Concrete Truck Waste<br><input checked="" type="checkbox"/> Fertilizers / Pesticides<br><input checked="" type="checkbox"/> Paints<br><input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)<br><input checked="" type="checkbox"/> Soil Sediment | <input checked="" type="checkbox"/> Solvents<br><input checked="" type="checkbox"/> Waste water from cleaning construction equipments<br><input type="checkbox"/> Other (Specify) _____<br><input type="checkbox"/> Other (Specify) _____<br><input type="checkbox"/> Other (Specify) _____<br><input type="checkbox"/> Other (Specify) _____<br><input type="checkbox"/> Other (Specify) _____ |
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**II. Controls:**

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

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

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

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

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

The following stabilization practices will be used for this project:

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

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

Stabilization practices will be implemented in accordance to IDOT specifications. Temporary seeding, mulching, TRM, and temporary ditch checks will be utilized as an interim control measure between grading and placement of permanent seeding and permanent erosion control practices.

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

Rip rap and articulated block revetment mat will remain in place permanently Seeding will be permanent. The stabilization practices including complimentary items (erosion control blanket and TRM) will be monitored per the specifications

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

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

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

Inlet and pipe protection will be used on all locations where runoff from disturbed areas enters a pipe culvert. Perimeter erosion barrier will be located where runoff could exit the project. Temporary ditch checks will be placed within the realigned drainage and reconstructed ditches along TR 230 and TR 238 as shown on the plans. Temporary measures will remain in place until permanent measures are constructed and/or vegetation has been established.

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

Temporary erosion control systems will be removed upon establishment/construction of permanent erosion control. The permanent structural practices will place Riprap and Articulated Block Revetment Mat to stabilize any disturbance and control the effects of storm water. The Turf Reinforcement Mats will be used at various locations.

**D. Treatment Chemicals**

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

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

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

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

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

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

Description of permanent storm water management controls:

The storm water management controls for the project prior to the project are primarily planned to be open vegetation.

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

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

All storm water conveyances are designed to be in compliance with all federal, state, and local laws, ordinances, and procedures.

- G. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342A.

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
- Approximate duration of the project, including each stage of the project
  - Rainy season, dry season, and winter shutdown dates
  - Temporary stabilization measures to be employed by contract phases
  - Mobilization time-frame
  - Mass clearing and grubbing/roadside clearing dates
  - Deployment of Erosion Control Practices
  - Deployment of Sediment Control Practices (including stabilized cons
- 
- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
  - Paving, saw-cutting, and any other pavement related operations
  - Major planned stockpiling operation
  - Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc
  - Permanent stabilization activities for each area of the project
2. During the pre-construction meeting, the Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
- Temporary Ditch Checks - Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
  - Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
  - Material Delivery, Storage and Use - Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
  - Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
  - Waste Disposal - Discuss methods of waste disposal that will be used for this project.
  - Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
  - Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
  - Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
  - Vehicle and Equipment Fueling - Identify equipment fueling locations for this project and what BMPs will be used to

- ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
- Polymer Flocculants and Treatment Chemicals - Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
- Additional measures indicated in the plan.

### III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides (e.g., IDOT Erosion and Sediment Control Field Guide) to the Contractor for the practices associated with this project. Describe how all items will be checked for structural integrity, sediment accumulation and functionality. Any damage or undermining shall be repaired immediately. Provide specifics on how repairs will be made. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacturer's specifications.

All maintenance of erosion control systems will be the responsibility of the Contractor. The resident engineer will require the Contractor to construct and implement erosion control features in a timely fashion and maintain the implemented features in good condition. During construction, the contractor shall clean up and grade the work area to eliminate concentrated runoff, cover open pipes in trenches at the close of each working day. The contractor shall maintain, (or replace if specified by the Engineer) erosion control items. Temporary erosion control systems shall be left in place with proper maintenance until permanent erosion control is in place and working properly and all proposed turf areas are seeded and established with proper stand. Prior to any landscaping/restoration work, the contractor shall remove and dispose of soil retained by the temporary erosion barrier.

Temporary Ditch Checks- Sediment will be removed as needed to maintain the integrity of the ditch check. Ditch checks that are damaged will be immediately repaired and/or replaced.

Inlet and Pipe Protection - Sediment will be removed as needed to maintain the integrity of the inlet and pipe protection. Damaged inlet and pipe protection will be immediately repaired and/or replaced.

Erosion Control Blanket- Areas of the blanket that are damaged shall be repaired immediately.

Turf Reinforcement Mat - Areas of the blanket that are damaged shall be repaired immediately.

Perimeter Erosion Barrier- Barrier will be cleaned periodically and inspected after rain events. Damage barrier shall be repaired and/or replaced immediately.

All erosion control items will be maintained as described in the applicable sections of the IDOT Standard Specifications.

### IV. Inspections:

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

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

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: [epa.swnoncomp@illinois.gov](mailto:epa.swnoncomp@illinois.gov), telephone or fax

within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:  
Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attn: Compliance Assurance Section  
1021 North Grand East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

**V. Failure to Comply:**

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

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

**ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.