

# 189

**Letting April 29, 2022**

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



**Contract No. 95905  
RICHLAND County  
Section 18-00083-00-SW (Olney)  
Route FAP 116 (II 130)  
Project 9F61-312 ()  
District 7 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. April 29, 2022 at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 95905  
RICHLAND County  
Section 18-00083-00-SW (Olney)  
Project 9F61-312 ()  
Route FAP 116 (Il 130)  
District 7 Construction Funds**

**Sidewalk construction, reconstruct existing driveways, combination curb & gutter, pavement markings, and pedestrian traffic signal improvements on IL 130 from Parker Street to North Avenue in Olney.**

- 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, 2022

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

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## BDE SPECIAL PROVISIONS

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

<u>File Name</u>	<u>Pg.</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
* 80274		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192		Automated Flagger Assistance Device	Jan. 1, 2008	
80173		Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80246		Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80436	46	X Blended Finely Divided Minerals	April 1, 2021	
80241		Bridge Demolition Debris	July 1, 2009	
50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80384	47	X Compensable Delay Costs	June 2, 2017	April 1, 2019
80198		Completion Date (via calendar days)	April 1, 2008	
80199		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80261		Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434		Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	51	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
80229		Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80433		Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80422		High Tension Cable Median Barrier	Jan. 1, 2020	Jan. 1, 2022
* 80443		High Tension Cable Median Barrier Removal	April 1, 2022	
* 80444		Hot-Mix Asphalt – Patching	April 1, 2022	
80442		Hot-Mix Asphalt – Start of Production	Jan. 1, 2022	
80438		Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
80411		Luminaires, LED	April 1, 2019	Jan. 1, 2022
80045		Material Transfer Device	June 15, 1999	Jan. 1, 2022
80418		Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
80430	61	X Portland Cement Concrete – Haul Time	July 1, 2020	
34261		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80395		Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340		Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127		Steel Cost Adjustment	April 2, 2014	Jan. 1, 2022
80397	62	X Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	63	X Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437		Submission of Payroll Records	April 1, 2021	
80435		Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2022
80410		Traffic Spotters	Jan. 1, 2019	
20338		Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80318		Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429		Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439	64	X Vehicle and Equipment Warning Lights	Nov. 1, 2021	
80440		Waterproofing Membrane System	Nov. 1, 2021	
80302	65	X Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80427	66	X Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	68	X Working Days	Jan. 1, 2002	

## **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 Highway Safety Improvement Program, Section 18-00083-00-SW in the City of Olney, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

**Description of Work:** Work in this section shall include the construction of a 5' wide sidewalk and reconstruction of existing driveways, sidewalks, curb ramps, storm sewer, and miscellaneous items for completion of the project.

**General NPDES Permit:** The Contractor shall comply with all requirements of the Environmental Protection Agency General NPDES Construction General Permit.

**Overhaul:** No payment for overhaul will be allowed for earth moved from any source.

**Salvage:** The existing storm sewer and frames and grates that are removed on this project shall become the property of the City of Olney. The Contractor shall stockpile frames and grates at the City of Olney maintenance yard, 1139 S. Oak Street.

**Maintenance of Driveways and Streets:** It shall be the responsibility of the Contractor to keep all driveways and streets disturbed by construction maintained and passable as directed by the Engineer. If construction is delayed until the next construction season, the driveways and streets shall be maintained and kept passable by the Contractor over the winter months as directed by the Engineer. All work in maintaining the driveways and streets shall be included in the Contract and no additional compensation will be allowed.

**Staging of Work:** Sideroads to be reconstructed shall be completely closed to all traffic. See "Traffic Control Plan" for details for traffic control required at these locations.

Access to all residences located within the project limits shall be maintained by the Contractor at all times and to the satisfaction of the Engineer. At all private entrances where only one access to the property is from an entrance to be replaced, the Contractor shall conduct their operations as efficiently as possible to open the driveway for full service. At all private entrances where more than one driveway is to be reconstructed, one entrance shall remain open at all times. The following are more specific staging requirements for the project.

North Avenue: Work operations at North Avenue shall be completed in the following order:

- Close both lanes of North Avenue to traffic (See Traffic Control Plan for more information)
- Remove and replace concrete curb and gutter and pavement
- Install detector loops, underground conduit, electric cable lead-in, verify signals work
- Open North Avenue to traffic after approval from the Engineer

Once work begins on North Avenue with the closure of both lanes, work shall continue through the installation of the loop detectors to completely open North Avenue. This work shall be done in an expeditious manner to minimize the time North Avenue is closed to traffic.

Hog-N-Dog BBQ (Sta. 5+86): The private entrance at Hog-N-Dog BBQ (Sta. 5+86) shall be constructed one-half width at a time with the public having continuous vehicular access in and out to Route 130 at all times. Class PP-5 concrete shall be used at the private entrance Sta. 5+86. This entrance shall be constructed in one entire day, constructing one half-width at a time. After the test cylinders have reached the required compressive strength, the first half of the entrance shall be opened to traffic and the second half of the entrance shall be constructed. After the test cylinders for the second half-width pour have reached the required compressive strength, the second half of the entrance shall be opened to traffic. Traffic control and all flaggers required shall be provided until the second half of the entrance has reached the required compressive strength. The cost of all traffic control for the above operation shall be included in the contract lump sum price for Traffic Control and Protection, (Special) and no additional compensation will be allowed.

Claws and Paws (Sta. 11+00): Only one of the private entrances to Claws and Paws, Sta. 10+65 & 10+85, shall be closed at any time for construction. One entrance shall remain in service for the public to have continuous vehicular access in and out to the business at all times. The cost of all traffic control for the above operation shall be included in the contract lump sum price for Traffic Control and Protection, (Special) and no additional compensation will be allowed.

EZ Clean Car Wash (Sta. 11+50): Only one of the private entrances to the EZ Clean Car Wash, Sta. 11+41 & 11+88, shall be closed at any time for construction. One entrance shall remain in service for the public to have continuous vehicular access in and out to the business at all times. The cost of all traffic control for the above operation shall be included in the contract lump sum price for Traffic Control and Protection, (Special) and no additional compensation will be allowed.

Mach 1 Food Shop / Marathon Gas Station (Sta. 17+00): All lanes of every entrance to the Mach 1 Food Shop shall remain open at all times with no exceptions allowed.

Parkside Plaza (Sta. 34+95): The entrance at Parkside Plaza (Sta. 34+95) shall be constructed one-half width at a time with the public having continuous vehicular access in and out to Route 130 at all times. Class PP-5 concrete shall be used at the private entrance Sta. 34+95. This complete entrance shall be constructed in one entire day, constructing one half-width at a time. After the test cylinders have reached the required compressive strength, the first half of the entrance shall be opened to traffic and the second half of the entrance shall be constructed. See Traffic Control Plan of these special provisions for specific traffic control requirements for this work operation. After the test cylinders for the second half-width pour have reached the required compressive strength, the second half of the entrance shall be opened to traffic. Traffic control and all flaggers required shall

be provided until the second half of the entrance has reached the required compressive strength. The cost of all traffic control for the above operation shall be included in the contract lump sum price for Traffic Control and Protection, (Special) and no additional compensation will be allowed.

**Proposed Storm Sewer Connection to Existing Storm Sewer:** This work shall conform to all applicable Articles of Section 550 of the Standard Specifications and as shown on the plans. The cost of cutting the existing 15” storm sewer at Sta. 14+18, mating the two pipes together, concrete collar, rebar, flashing, mastic, and all miscellaneous items to connect the proposed Pipe Elbow 15” to the existing 15” storm sewer shall be included in the cost of Proposed Storm Sewer Connection to Existing Storm Sewer. If the pipes are of dissimilar diameters, the flowlines of the storm sewers shall match and the annular space shall be covered with flashing and mastic before the concrete collar is constructed.

All of the above work shall be paid for at the contract unit price each for Proposed Storm Sewer Connection to Existing Storm Sewer.

**Proposed Storm Sewer Connection to Existing Manhole:** This work shall conform to all applicable Articles of Section 550 of the Standard Specifications and as shown on the plans. The existing North manhole opening shall be modified to accommodate the proposed 15” storm sewer flowing from the North as shown on the plans. This work shall consist of cutting the existing concrete Type B inlet to accommodate the proposed 15” storm sewer, mating the proposed storm sewer to the existing inlet, and sealing the entire annular area around the proposed storm sewer with Class SI concrete to make a watertight storm sewer system. All required formwork that is needed to fill the void space from the existing storm sewer shall be included in this pay item.

All of the above work shall be paid for at the contract unit price each for Proposed Storm Sewer Connection to Existing Manhole, and no additional compensation will be allowed.

**Seeding, Class 1 (Special):** Seeding, Class 1 (Special) shall conform to all applicable sections of Article 250 of the Standard Specifications. Fertilizer Nutrients and Mulch Method 2, Procedure 1, shall be included in this pay item and shall be applied at the following rates:

Nitrogen Fertilizer Nutrient	100 lbs/acre
Phosphorus Fertilizer Nutrient	100 lbs/acre
Potassium Fertilizer Nutrient	100 lbs/acre
Mulch Method 2, Procedure 1	2 tons/acre

Spring seeding shall extend from January 1 to June 30. Fall seeding shall extend from July 1 to December 31. Payment shall be made at the contract unit price per acre for Seeding, Class 1 (Special) for the surface area seeded.

**Final Shaping, Trimming, and Finishing:** This work shall conform to all applicable parts of Section 212 of the Standard Specifications. Article 212.05 shall be modified in that all stones or construction debris larger than 1 in. in the largest dimension shall be removed from the R.O.W. and disposed off of the jobsite. All embankment shall be compacted in accordance with Section 205 the

Standard Specifications. This work shall not be paid for separately but shall be included in the contract unit price per acre for Seeding, Class 1 (Special).

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

Special attention is called to Articles 107.09 , 107.14 and 107.15 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

701001	701006	701101	701106	701201	701301
701306	701421	701426	701427	701501	701601
701602	701701	701801	701901		

Existing sidewalks along the project route shall be closed to all pedestrian traffic. Appropriate traffic control and signs shall be erected in accordance with Standard 701801.

In addition to the signs required by the traffic control standards, the Contractor shall place "Road Construction Ahead" signs along each portion of each construction area. There shall be two "Road Construction Ahead" signs for each construction area, one at each end.

The Traffic Operations Unit Chief at the Illinois Department of Transportation shall be notified at 217-342-8291 at least 72 hours prior to turning on any flasher or controller unit.

Standard 701001 will be used when any work is more than 15' from the edge of the pavement. This will include but not be limited to work on pipe culverts, storm sewers, and entrances. Special attention is called to the general notes of this standard requiring the use of Standard 701101.

Standard 701006 will be used when any work is within 15 feet to 24 inches from the edge of the pavement or face of curb of a 2-lane, 2-way roadway. This will include but not be limited to work on pipe culverts, box culverts, storm sewers, entrances, signs, and sidewalks. Sidewalk work within 24 inches from the edge of the pavement or lane closures for concrete trucks will be covered under other traffic control standards listed elsewhere in this traffic control plan. Special attention is called to cone, drum, or barricade requirements when work operation exceeds one hour.

Standard 701101 will be used when any work is within 15 feet to 24 inches from the edge of the pavement or face of curb of a multilane roadway. This will include but not be limited to work on pipe culverts, box culverts, storm sewers, entrances, signs, and sidewalks. Sidewalk work within 24 inches from the edge of the pavement or lane closures for concrete trucks will be covered

under other traffic control standards listed elsewhere in this traffic control plan. Special attention is called to cone, drum, or barricade requirements when work operation exceeds one hour.

Standard 701106 will be used when any work is more than 15' from the edge of the pavement. This will include but not be limited to work on pipe culverts, storm sewers, fences, and entrances. Special attention is called to the general notes of this standard requiring the use of Standard 701101.

Standard 701201 will be used when at any time, any vehicles, equipment, workers or their activities will encroach in the area between the centerline and a line 24" outside the edge of the pavement for any posted speed.

Standard 701301 will be used at any time, any vehicles, equipment, workers or their activities will encroach in the area between the centerline and a line 24" outside the edge of the pavement, for periods of less than 60 minutes. This would include but not be limited to work on shoulders, pipe culverts, entrances, and cleaning debris on pavement.

Standard 701306 will be used at any time, any vehicles, equipment, workers or their activities will require an intermittent or continuous moving operation on the pavement for any posted speed. This would include but not be limited to PCC patching and shoulder work.

Standard 701421 shall be used where at any time, any vehicle, equipment, workers or their activities will encroach on the lane adjacent to the shoulder, or on the shoulder within 24" of the edge of the pavement. Examples of the types of construction for this project include mast arm and foundation installation, traffic signal head placement, bore pits and conduit installation.

Standard 701427 will be used where at any time, any vehicles, equipment, workers will require: 1) stationary operations up to one hour, or 2) a continuous or Intermittent moving operation where the average speed of movement is greater than 1 mph. This shall include, but not be limited to, landscaping work, utility work, debris cleanup, and crack pouring along Illinois Route 130.

Standard 701501 will be used where at any time, any vehicles, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area. This shall include, but not be limited to, all work along any sideroads intersecting Illinois Route 130.

Standard 701601 will be used where at any time, any vehicles, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area. This shall include, but not be limited to, all work along OCC Drive / Parker Street.

Standard 701602 will be used where at any time, any vehicles, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area. This shall include, but not be limited to, all work along Illinois Route 130 including closing a traffic lane for any amount of time for unloading of concrete from a concrete truck.

Standard 701701 will be used where at any time, any vehicles, equipment, workers or their activities encroach on the pavement requiring the closure of traffic lanes in an urban area. This shall include, but not be limited to, all work along Illinois Route 130 and the various intersecting roadways.

Standard 701801 will be used where at any time, any pedestrian traffic must be rerouted due to work being performed. This shall include, but not be limited to, all sidewalk work along Illinois Route 130 and all intersecting sidewalks, including sidewalks along all sideroads.

Standard 701901 will be used in the furnishing of all traffic control devices.

The Contractor shall provide all flaggers as shown on the standards, including flaggers at side road intersections. The cost of **ALL** flaggers that will be required for the duration of all work in accordance with the Highway Standards and this Traffic Control Plan, including all flaggers that are required at side roads and entrances remaining open to traffic including every flagger that is shown on any of the applicable Highway Standards, shall be included in the contract lump sum price for Traffic Control and Protection, (Special) and no additional compensation shall be allowed.

Special attention is called to Section 701.07 regarding drop-off sign requirements. At all locations where construction operations result in a differential in elevation exceeding 3 inches between any edge of existing pavement and the edge of any excavated area, an aggregate wedge the entire length of the elevation differential shall be installed at a slope of 3 horizontal to 1 vertical down to the lower surface elevation. The aggregate shall be compacted CA-6 with an IBR of 80, compacted to the satisfaction of the Engineer. The cost of furnishing, installing, compacting, removing, disposing of the aggregate, and the traffic control required for this operation shall be included in the cost of Traffic Control and Protection, (Special) and no additional compensation will be allowed.

The Contractor shall contact JULIE before installing traffic control signs in any location.

Access to all residences and businesses located within the project limits shall be maintained to the satisfaction of the Engineer. The Contractor shall schedule his/her operations to minimize the amount of time that driveways, side roads, and alleys are closed for reconstruction.

Parkside Plaza (Sta. 34+95) entrance traffic control: For work on the Parkside Plaza (Sta. 34+95) entrance, in addition to the traffic control standards listed above, one W20-I103(O)-48 tripod mounted sign shall be located in advance of the private entrance construction for Eastbound traffic leaving Parkside Plaza. One W20-5R(O)-48 "RIGHT LANE CLOSED AHEAD" sign shall be used when the right lane is closed to Eastbound traffic and one W20-5L(O)-48 "LEFT LANE CLOSED AHEAD" sign shall be used when the left lane is closed to East bound traffic. For traffic along Illinois Route 130, two W20-5L(O)-48 "LEFT LANE CLOSED AHEAD" signs with the correct directional arrow signs shall be located (one North and one South of 34+95 private entrance) along Illinois Route 130 when the left (to Westbound Traffic) Parkside Plaza lane is closed. Two W20-5R(O)-48 "RIGHT LANE CLOSED AHEAD" signs with the correct directional arrow signs shall be located (one North and one South of 34+95 private entrance) along Illinois Route 130 when the right (to Westbound traffic) Parkside Plaza lane is closed. The Contractor shall provide all

flaggers as shown on the standards, including flaggers at side road intersections. A minimum of three (3) flaggers will be required for this work operation. One flagger shall be located West of the work area to direct Eastbound traffic, one flagger shall be located East of the work area, but in line with the West edge-of-pavement of Illinois Route 130 directing Eastbound traffic traveling from the North, and one flagger shall be located in the turn lane of Illinois Route 130 to direct Eastbound traffic traveling from the South. These required flaggers to keep Parkside Plaza driveway open are in addition to any flaggers that the Contractor is required to use for work operations that close one lane of Illinois Route 130 for construction and curing operations. The cost of **ALL** flaggers that will be required for the duration of all work in accordance with the Highway Standards and this Traffic Control Plan, including all flaggers that are required at side roads and entrances remaining open to traffic including every flagger that is shown on any of the applicable Highway Standards, shall be included in the contract lump sum price for Traffic Control and Protection, (Special) and no additional compensation shall be allowed.

Side road traffic control: Each side road to be reconstructed shall be closed to traffic during construction operations. All lanes of each side road shall be closed. In addition to the traffic control standards, before the side road is closed the Contractor shall install Type III barricades as shown in Standard 701901. Type III barricades shall be placed the entire width of the road closure (from radius return to radius return) at the intersection of Rt. 130 and the side road, and a minimum of two Type III barricades at the intersection of the side road and the next North-South intersecting road. The Type III barricades shall be installed with Type A flashers and “Road Closed” signs as noted in “Road Closed to All Traffic” in Standard 701901. The side road traffic control shall be left in place through the entire concrete curing period. The concrete test cylinders shall have reached the required compressive strength and the Contractor shall have approval from the Engineer before removing the road closure traffic control at side roads. Side road closure with traffic control shall be located at every intersection of the following: IL 130 & North Avenue, Cherry Street, Elm Street, Chestnut Street, W. Catherine Street, Butler Street, St. John Street, and all alleys. Only one intersection will be allowed to be closed at any given time. Before the next intersection is closed to traffic, the previous intersection shall be opened to traffic.

North Avenue traffic control: Both lanes of North Avenue shall be closed as described in the above paragraph “Side road traffic control”. The City of Olney shall be notified a minimum of 72 hours before North Avenue is closed. The traffic signals at North Avenue and Illinois Route 130 shall function as normal and not be turned to flashers while North Avenue is closed for concrete operations. At no time will one lane of North Avenue be allowed to be open at any time.

During working hours, when men or equipment are on or adjacent to any portion of the roadway open to traffic, signs shall be erected in accordance with Standard 701901. Flagger signs shall be installed when flaggers are being used.

Traffic Control for any operation not covered above will be as directed by the Engineer.

The Contractor shall be responsible for furnishing, installing, relocating, and removing all traffic control devices required by the appropriate standard and as approved by the Engineer. The contractor shall adjust and relocate traffic control devices as needed for the construction. The cost of adjusting and relocating traffic control devices for the construction shall be included in the contract

lump sum price for Traffic Control and Protection, (Special) and no additional compensation shall be allowed.

All of the above work will be paid for at the Contract Lump Sum Price for Traffic Control and Protection, (Special), with the exception of Traffic Control and Protection Standard 701201, Traffic Control and Protection Standard 701306, Traffic Control and Protection Standard 701421, Traffic Control and Protection Standard 701501, Traffic Control and Protection Standard 701601, Traffic Control and Protection Standard 701602, Traffic Control and Protection Standard 701701, and Traffic Control and Protection Standard 701801.

Any other traffic control required during the project shall be considered included in Traffic Control and Protection, (Special).

**Remove Existing Sign Complete:** This work shall conform to all applicable sections of Article 724 of the Standard Specifications. The Contractor shall remove existing signs, entire posts and supporting channels as shown on the plans and as directed by the Engineer. This work shall not be done without first obtaining the approval of the Engineer. Before removal of regulatory signs and posts, the Contractor shall be prepared to furnish the appropriate traffic control as detailed in the special provisions. The signs, posts, and supporting channels shall become the property of the Contractor and shall be removed and disposed off of the jobsite by the Contractor.

This work shall be paid for at the contract unit price per each for Remove Existing Sign Complete.

**Handhole to be Adjusted:** This work shall conform to the applicable portions of Article 814 of the Standard Specifications and consists of the removal and cleaning of the existing handhole cover casting, partial removal of the composite concrete walls of the existing handhole, and resetting the casting to a new elevation and/or orientation, including reconstruction of the composite concrete walls.

The setting of the adjusted handhole in the sidewalk turning space/landing Sta 1013+37 must meet all ADA requirements. This includes the following:

- casting/lid to be set flush with the final sidewalk surface and no vertical discontinuity greater than ¼” inch max.
- slopes of no more than 2.0% in any direction.
- expansion gaps between the lid and casting no more than ½” max.
- access to the handhole must be maintained.

The setting of the adjusted handhole in the sidewalk Sta 1013+59 adjust/orientate the casting/lid out of the 5 ft pedestrian walkway and maintain access to the handhole.

This work will be paid for at the contract unit price per each for HANDHOLE TO BE ADJUSTED.

**Removing and Resetting Street Signs:** This work shall conform to all applicable sections of Article 724 of the Standard Specifications. The Contractor shall remove all street signs & posts as

shown on the plans and as directed by the Engineer. This work shall not be done without first obtaining the approval of the Engineer. The Contractor shall stockpile in a secure location all signs & posts that are removed. The Contractor shall replace at his or her expense any signs, posts, or bases damaged during removal or construction and not suitable for reinstallation as determined by the Engineer. The condition of the sign, post, or base due to damage by the Contractor shall be judged solely by the Engineer. The Contractor shall replace at his or her expense any signs or posts as a result of theft. The Contractor shall reinstall these signs and posts at locations as shown on the plans or as directed by the Engineer. See Standard 720006 for sign erection details.

This work shall be paid for at the contract unit price each for Removing and Resetting Street Signs.

**Tree Removal:** This work shall conform to all applicable portions of Section 201 of the Standard Specifications. Trees three (3) inches or greater in diameter at breast height shall not be cleared from April 1<sup>st</sup> through September 30<sup>th</sup> of any given year. The Contractor shall dispose of all trees and brush removed on this project in compliance with state laws and regulations. The Contractor shall also remove all trees downed prior to the start of the project. All trees and stumps shall be removed to a depth of a minimum of 12 inches below the bottom surface of the proposed sidewalk elevation line. The Contractor shall not leave piles of trees and brush within view of this project. Final payment will not be made on this project until the tree removal has been approved by the Resident Engineer. This work shall be paid for at the contract unit price per Unit for Tree Removal.

**Earth Excavation:** This work shall conform to all applicable portions of Section 202 of the Standard Specifications. This work shall include all excavation necessary to prepare the subgrade for the proposed sidewalks, driveway pavement, and P.C.C. pavement. This work shall also include all excavation necessary to bring the sideroad, existing driveway and sidewalk replacement subgrades to plan grade. This work shall also include all excavation of crushed stone and gravel driveways to prepare the subgrade for proposed sidewalk, driveway, or curb and gutter construction. The quantities with pay limits for the above work are included and shown on the summary of quantities sheet of the plans.

In addition to the above work, earth excavation shall also include all excavation for the proposed box culvert and the stone riprap around the proposed box culvert end.

The cost of brush and shrub clearing, grubbing, removal, and landscaping removal shall also be included in the contract unit price for Earth Excavation, and no additional compensation will be allowed. All landscaping that will be disturbed which is located on private property with a temporary construction easement shall be restored by the Contractor to original conditions before the project started, and the cost shall be included in item Earth Excavation with no additional compensation allowed. The Contractor shall dispose of all brush removed on this project in compliance with state laws and regulations. The Contractor shall not leave piles of brush within view of this project. This work shall be paid for at the contract unit price per Cubic Yard for Earth Excavation.

**Erosion Control Plan:** All work done under the erosion control plan shall conform to Section 280 of the Standard Specifications and to Standard 280001.

A. Riprap

The Contractor shall install the riprap as shown on the plans or as directed by the Engineer. The riprap shall be installed as soon as possible after completion of the ditch slopes or abutment slopes.

B. Turf Reinforcement Mat

The Contractor shall install turf reinforcement mat after the embankment around the box culvert has been completed. This work shall conform to Article 251 of the Standard Specifications.

C. Temporary Seeding and Mulch

The Contractor shall install temporary seeding and mulch, if the Engineer determines that temporary seeding and mulch is required. The work shall be done as directed by the Engineer and in conformance with article 280.04 (f) of the Standard Specifications. This item shall be paid for at the Contract unit price per pound for "Temporary Erosion Control Seeding.

D. Perimeter Erosion Barrier

The Contractor shall install the perimeter erosion barrier at the locations shown on the plans or as directed by the Engineer. The perimeter erosion barrier shall be installed before excavation has started, or as directed by the Engineer

E. Inlet and Pipe Protection

The Contractor shall install the perimeter erosion barrier at the locations shown on the plans or as directed by the Engineer. The inlet and pipe protection shall be installed before excavation has started, or as directed by the Engineer

**Stone Riprap, Class A3:** Stone Riprap shall conform to Section 281 of the Standard Specifications, except that the filter fabric and a bedding layer will not be required. The gradation of the riprap shall be RR 3, Class A quality. The thickness of the riprap shall be 12".

This work shall include the shaping of the channel and wingwall embankment prior to the placement of the Stone Riprap.

Stone Riprap, Class A3 will be measured by weight in tons.

This work shall be paid for at the contract unit price per ton for Stone Riprap, Class A3.

**Aggregate Base Course, Type B:** This work shall conform to all applicable articles of Section 351 of the Standard Specifications except that a spreader box will not be required. This material shall have a minimum IBR of 80. Gradation shall be CA-6.

**Aggregate Surface Course, Type B:** This work shall conform to all applicable articles of Section 402 of the Standard Specifications except that a spreader box will not be required. This material shall have a minimum IBR of 80.

**Portland Cement Concrete Pavement 7”**: This work shall conform to Section 420 of the Standard Specifications, Standard 420001, Standard 420101, and Standard 420111. Type B final finish shall be used. Dimensions of longitudinal and transverse joints and number, size, dimension and spacing of tie and dowel bars shall be as shown on the aforementioned standards; dimensions of the proposed roadway widths and lengths shall be as shown on the plans. Epoxy coated dowel bars will be required at all transverse contraction joints and epoxy coated tie bars will be required at all longitudinal joints as listed in the above referenced Standards. All contraction joints shall be spaced at 12 ft max spacing. All proposed concrete that is poured against existing concrete pavement shall be tied to the existing concrete pavement at mid-depth with #6 x 30” epoxy coated tie bars at 24” O.C. The cost of all epoxy coated dowel and tie bars, saw cuts, drilling existing pavement, epoxy grouting, and inserting the tie bars into the existing concrete pavement shall be included in this pay item and no additional compensation will be allowed.

The P.C.C. Pavement 7” at Sta. 0+50 (North Avenue) shall be Class PP-2 and shall be poured in one monolithic pour.

The finished surface of the pavement shall be within the tolerance of the following surface trueness test. The pavement will be tested for trueness in each wheel lane at the expiration of the required curing or protection period. The surface will be tested by means of a 10-foot straightedge placed parallel to the centerline of the pavement, parallel to the grade line and touching the surface. Surface variations of the mainline pavement measured from the base of the straightedge to the surface of the pavement shall not exceed 1/8 inch. Mainline pavement is defined as all pavement other than ramps which will be posted for speeds of 40 miles per hour or less, acceleration and deceleration lanes, crossovers, side street returns and other miscellaneous pavement surfaces as determined by the Engineer. In all areas other than mainline pavement, surface variations shall not exceed 1/4 inch. Surface variations which exceed the tolerances specified herein up to and including 1/2 inch in 10 feet will be marked and shall be removed by an approved grinding tool or a device consisting of multiple saws. The use of a bushhammer or other impact devices will not be permitted. Determination of pavement thickness will be made after the removal of high spots.

Areas which vary from the true surface by more than 1/2 inch shall be removed and replaced with pavement of the required quality and smoothness at the entire expense of the Contractor. When it is necessary to remove the pavement to eliminate surface variations, the sections removed shall be full lane width or the total width between longitudinal joints of the pavement, and shall be not less than 10 feet in length. Pavement to be removed and replaced shall be scored along the cut faces of the patch by sawing to a depth of not less than 2 inches.

On all areas where surface variations are removed, the Contractor shall apply, at his/her own expense, a protective coat in accordance with Article 420.18.

All joints shall be sealed in accordance with Section 420 of the Standard Specifications and the cost of all sealing material and labor operations shall be included in this pay item. The sealer shall be applied to provide complete filling of the joint, but without sealer spilling out onto adjacent pavement. The sealer shall be cured according to the manufacturer’s instructions and traffic control shall be used for lanes that are closed during the sealer cure time.

**P.C.C. Driveway Pavement 6"**: This work shall conform to all articles of Section 423 of the Standard Specifications. The cost of the saw joints as detailed on the plans and in this specification shall be included in this pay item. Every proposed driveway shall be saw cut. Saw joint locations are not to exceed the spacing detailed on the plans in any direction. Preformed expansion joint filler shall be used as shown in Standard B.L.R. 10 and the cost of furnishing and installing the P.J.F. shall be included in this pay item.

All joints shall be sealed in accordance with Section 420 of the Standard Specifications and the cost of all sealing material and labor operations shall be included in this pay item. The sealer shall be applied to provide complete filling of the joint, but without filler spilling out onto adjacent pavement. The sealer shall be cured according to the manufacturer's instructions.

All proposed P.C.C. Driveway Pavement, 6 Inch shall be tied to all existing abutting concrete driveway pavement in every direction with #6 x 30" Grade 60 Steel deformed bars at 24" O.C. located at mid-depth of pavement. Holes shall be drilled into the existing concrete and the proposed bars shall be epoxy grouted 15" into the existing concrete pavement. This work shall be included in and paid for at the contract unit price per Square Yard for Portland Cement Concrete Driveway Pavement, 6 Inch.

**P.C.C. Sidewalk 4"**: This work shall conform to all articles of Section 424 of the Standard Specifications. The cost of all necessary grooves, joints, and expansion joint filler shall be included in this item and shall be according to Article 424 of the Standard Specifications.

**Detectable Warnings**: This work shall conform to all articles of Section 424 of the Standard Specifications. The color for the detectable warnings shall be Brick Red. Curved detectable warnings shall be used as shown on the plans or the IDOT Highway Standards. This work shall be paid for at the contract unit price per Square Foot for Detectable Warnings.

**Pavement Removal**: This work shall conform to all articles of Section 440. This work shall include all full-depth saw cuts in the existing abutting pavement as shown on the plans to obtain a vertical construction joint. The Contractor shall remove and dispose of all existing pavement that is encountered on this project in accordance with Section 440 of the Standard Specifications. This work shall be paid for at the contract unit price of Square Yard for Pavement Removal.

**Driveway Pavement Removal**: This work shall conform to all articles of Section 440. This work shall include all full-depth saw cuts in the existing abutting pavement and / or driveway pavement as shown on the plans to obtain a vertical construction joint. The Contractor shall remove and dispose of all existing pavement that is encountered on this project in accordance with Section 440 of the Standard Specifications. This work shall be paid for at the contract unit price of Square Yard for Driveway Pavement Removal.

**Curb Removal**: This work shall conform to all articles of Section 440 of the Standard Specifications. This work shall include all full-depth saw cuts in the existing curb to obtain a vertical construction joint between the existing curb and pavement. The saw cuts shall include cuts perpendicular to existing curb and cuts between the curb face the existing pavement to remain in place. The Contractor shall take care to not remove or damage existing pavement that is not called

to be removed. If existing pavement is removed by the Contractor beyond the limits shown to be removed on the plans, this pavement shall be replaced at the Contractor's expense. Furthermore, if the existing pavement is damaged during curb removal and the pavement is not shown to be removed on the plans, the Contractor shall replace all damaged pavement at his/her expense. The Contractor shall remove and dispose of all existing curb that is encountered on this project in accordance with the Standard Specifications. This work shall be paid for at the contract unit price per Foot for Curb Removal.

**Combination Curb and Gutter Removal:** This work shall conform to all articles of Section 440 of the Standard Specifications. This work shall include all full-depth saw cuts in the existing curb and gutter to obtain a vertical construction joint. The Contractor shall remove and dispose of all existing curb and gutter that is encountered on this project in accordance with the Standard Specifications. This work shall be paid for at the contract unit price per Foot for Combination Curb and Gutter Removal.

**Sidewalk Removal:** This work shall conform to all articles of Section 440 of the Standard Specifications. This work shall include all full-depth saw cuts in the existing sidewalk to obtain a vertical construction joint.

**Class C Patches:** This work shall conform to all articles of Section 442 of the Standard Specifications. All Class C Patches shall be PP-5 and all lanes of Illinois Route 130 shall be opened to traffic after each day's work. In no case will one lane of Illinois Route 130 be allowed to be closed overnight. The Contractor is responsible for maintaining all traffic control and flaggers until the patch strength cylinders have reached the required compressive strength. See "Traffic Control Plan" of the Special Provisions for payment regarding traffic control for this operation.

All proposed Class C Patches shall be tied to all existing abutting concrete pavement in every direction with #6 x 30" Grade 60 Steel deformed bars at 24" O.C located at mid-depth of pavement. Holes shall be drilled into the existing concrete and the proposed bars shall be epoxy grouted 15" into the existing concrete pavement. This work shall be included in and paid for at the contract unit price per Square Yard for Class C Patches of each type and depth specified.

**Removal of Existing Structures No. 1:** This work shall involve the complete removal and disposal of the entire existing inlet structure at Sta. 10+41. The inlet, concrete top, all broken concrete, bricks, frame and grate, and miscellaneous debris around the existing structure shall become the property of the Contractor and shall be removed and disposed off of the jobsite by the Contractor.

All of the above work shall be included in and paid for at the contract unit price of Each for Removal of Existing Structures No. 1 and no additional compensation shall be allowed.

Backfilling shall be paid for at the Contract Unit Price per cubic yard for Controlled Low-Strength Material. No open trenches shall be left overnight.

**Removal of Existing Structures No. 2:** This work shall involve the complete removal and disposal of the entire existing inlet structure at Sta. 14+11. The inlet, concrete top, all broken concrete, bricks, frame, and miscellaneous debris around the existing structure shall become the property of the Contractor and shall be removed and disposed off of the jobsite by the Contractor.

All of the above work shall be included in and paid for at the contract unit price of each for Removal of Existing Structures No. 2 and no additional compensation shall be allowed.

Backfilling shall be paid for at the Contract Unit Price per cubic yard for Controlled Low-Strength Material. No open trenches shall be left overnight.

**Pipe Elbow, 15”:** This work shall conform to all applicable sections of Article 542 of the Standard Specifications and to Standard 542601. The pipe elbow shall have a 30° bend as shown on the plans. The material shall conform to Storm Sewers, Class A, Type 2, Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.

This work shall be paid for at the Contract Unit Price each for Pipe Elbow, 15”.

**Storm Sewer:** All storm sewers shall conform to Section 550 of the Standard Specifications. The piping material used for all storm sewers shall be Class A materials.

- A. Storm Sewers, Class A, Type 2: Storm Sewers, Class A, Type 2 shall conform to all applicable articles of Section 550 of the Standard Specifications. The pipe shall be Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe. This work shall be paid for at the contract unit price per foot for Storm Sewers, Class A, Type 2, of each size indicated.

**Storm Sewer Removal:** This item shall include the removal of all existing storm sewers that are listed on the plans. These storm sewers shall become the property of the Contractor and shall be disposed off of the jobsite in accordance with all state and federal laws. All earth excavation required for the removal of all storm sewers will not be measured separately, but shall be incidental to this pay item. Flow must be maintained in all storm sewers at all times and no additional compensation will be allowed.

All existing bituminous surfaces, concrete surfaces, and soil cement bases shall be saw cut at the edges of the trench to provide a smooth joint.

This work shall be paid for at the Contract Unit Price per foot for Storm Sewer Removal of each size indicated.

Backfilling shall be paid for at the Contract Unit Price per cubic yard for Controlled Low-Strength Material; see plans for trench detail. No open trenches shall be left overnight.

**Fire Hydrant and Valve (Special):** This work shall conform to all applicable parts of Section 564 of the Standard Specifications. This work shall include the removal and replacement of the existing

fire hydrant at Sta. 33+87. This work shall consist of two linestops, one on each side of the existing fire hydrant along the existing 12" water main along Illinois Route 130, removal of the existing fire hydrant, hydrant lead piping, and any existing valves along the hydrant lead. The existing 12" water main along Rt. 130 shall remain in service throughout the construction of item "Fire Hydrant and Valve (Special)". The existing tee to the hydrant lead shall not be disturbed and shall be left in service for the proposed hydrant lead. The proposed facility shall include a new anchor coupling, new gate valve & box with lid, PVC piping hydrant lead, new fire hydrant, all joint-restraining glands, and all thrust blocking and support blocks. Detailed technical specifications are as follows.

## **0222 - 1 GENERAL**

### **1.1 DESCRIPTION OF WORK**

This work shall include all labor, equipment, materials, and services for the complete installation of the watermain and as shown on the plans and described in these specifications. This work shall also include removal of any abandoned watermain appurtenances such as fire hydrants, etc. where removal is specifically called for in the plans or specifications.

It shall be the responsibility of the Contractor to maintain water service to all users during the project. Existing abandoned hydrants shall not be removed until the new lines and hydrants have been tested and are operational.

Qualifications for linestop tapping equipment installer:

1. Experience: Actively engaged in linestop installation for minimum of 3 years, with at least 5 projects in the last 3 years of similar size and type.
2. Field supervisory personnel: Experienced in performance of work and tasks stated herein for minimum of 3 years.

**All fittings, valves, tapping sleeves, hydrants and accessories shall be manufactured in the United States.**

### **1.2 REFERENCE TO STANDARDS**

All work shall be in accordance with the following standards unless noted otherwise in the plans or specifications.

- Standard Specifications for Water and Sewer Main Construction in Illinois, May 1996.
- ASTM D 1784 – Standard Specification for Rigid PVC and CPVC Compounds
- ASTM D 2241 – Standard Specification for PVC Pressure Rated Pipe
- ASTM D 2321 – Installation of Flexible Thermoplastic Pipe
- ASTM D 3139 – Standard Specification for Joints for Plastic Pressure Pipe Using Flexible Elastomeric Seals
- ASTM F 477 – Standard Specification for Elastomeric Seals for Joining Plastic Pipe
- AWWA C 900 – Standard for PVC Water Distribution Pipe, 4 in. Through 12 in.

- AWWA C 905 – Standard for PVC Water Distribution Pipe, 14 in. Through 16 in.
- NSF Standard 14, National Sanitation Foundation Standard for Plastic Piping System Components and Related Materials.
- NSF Standard 61 – Drinking Water System Components – Health Effects

## **0222 - 2 PRODUCTS AND MATERIALS**

### **2.1 WATERMAIN PRODUCTS**

#### **2.1.1 PVC Watermain System Products**

##### **2.1.1.1 Pipe**

###### **2.1.1.1.1 Integral Bell Joints**

###### **2.1.1.1.1.1 AWWA C-900/C-905 Pressure Pipe**

- NSF Standard 14 and 61 approved
- 3” – 12” PVC, AWWA C-900, Class 150 (DR18)
- 14” – 16” PVC, AWWA C 905, Class 165 (DR25)
- Tapered pipe end
- Marked with rating number and insertion depth indicator
- CIP outside diameter
- Integral bell gasketed joints – ASTM F477

##### **2.1.1.2 Fittings**

All fittings shall be mechanical joint ductile iron with pressure class not less than that of the connecting pipe and shall conform to the latest ANSI/AWWA C110/A21.1 or ANSI/AWWA C153/A21.53 and ANSI/AWWA C111/A21.11 requirements. The Contractor shall furnish and install transition gaskets as required for fittings. **All pipe fitting mechanical joint connections, except those on anchor couplings, shall be provided with joint restraint glands as specified in Section 2.1.1.3. All fittings shall be provided w/MJ gland paks. All fittings shall be manufactured in the United States.**

##### **2.1.1.3 Mechanical Joint Restraint**

Restraint devices for nominal pipe sizes 3 inch through 36 inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating equal to that found in the most current product brochure. Ratings are for water pressure and must include a minimum safety factor of 2:1 in all sizes. Gland body, wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM

A536. Mechanical joint restraint shall require conventional tools and installation procedures per AWWA C600, while retaining full mechanical joint deflection during assembly. Mechanical joint restraint shall be Romac Grip Ring Pipe Restrainer.

#### **2.1.1.4 Restraint Harness**

Restraint harness for integral bell joints, where called for in the plans, shall include a ductile iron split bell and serrated gripping ring with a sufficient number of tie bolts to connect the bell ring and the gripping ring. The restraint harness shall have a minimum working pressure greater than or equal to the working pressure of the pipe its restraining.

#### **2.1.2 Gate Valves**

The gate valves shall be suitable for ordinary waterworks service, intended to be installed in a normal position on buried pipe lines for water distribution systems. The gate valves shall meet or exceed ANSI/AWWA C509 standards for resilient-seated gate valves with the following characteristics:

- Mechanical joint ends comply with ANSI/AWWA C111
- Iron body with epoxy coated interior and exterior surfaces
- Epoxy coating meets or exceeds ANSI/AWWA C550 and is certified to ANSI/NSF61
- Iron wedge fully encapsulated with molded rubber
- Two-faced non-rising stem
- Triple o-ring seal stuffing box
- 2" Cast Iron square nut open left counter-clockwise
- 2" - 12" 250 psig maximum working pressure
- All wearing surfaces bronze or other non-corrosive material and shall be renewable.

The gate valves shall be Mueller Valve.

Tapping valves shall meet all the requirements of the gate valves specified above with the following modifications:

Tapping valves shall be furnished with a flanged inlet end connections having a machined projection on the flanges to mate with machined recess on the outlet flanges of the tapping sleeve. The outlet end shall conform in dimensions to the AWWA Standards for mechanical joint conditions, except that the outside of the hub shall have a large flange for attaching a drilling machine. The seat opening of the valves shall be larger than normal size to permit full diameter cuts.

Valves shall be furnished with the following:

- 1) Adjustable cast iron valve boxes with lids marked "WATER."
- 2) Mechanical joint restraint
- 3) Valve Box Adaptor II
- 4) Accessories

Each gate valve shall be tested at the factory for performance and operation prior to painting and shall be subjected to the following hydrostatic pressure tests: each valve shall be subjected to hydrostatic pressure test under pressures of both three hundred (300) psi and one hundred seventy-five (175) psi. These tests shall be conducted in accordance with provisions of AWWA C500.

### **2.1.3 Insertion Valve**

Resilient EPDM or SDR rubber seated valve; insertable in pressurized 4" thru 12" diameter cast iron, ductile iron, C-900 and SDR 21/26 Class 200/160 PVC, and steel pipe. Can be installed under pressure up to 150 psi. Once installed, remains in the pipeline permanently, allowing future repeatable opening and closing, just like any other valve.

Features include:

- 2" standard square operating nut
- Same number of turns required to fully open and close valve as a standard gate valve
- Internal gate or wedge which blocks flow can be removed or replaced while the pipelines remain under pressure
- Meets AWWA C-500 and/or C-509 for material specifications

Materials of construction shall be as follows:

- body – ductile iron w/NSF 61 epoxy coating or stainless steel
- gate – ductile iron w/EPDM resilient rubber seat, or  
– SBR resilient rubber wedge
- stem – stainless steel, or  
– AWWA C-500 certified brass
- stem nut – bronze
- fasteners –stainless steel

Insertion valve shall be EZ Valve by Advance Valve technologies, LLC (616-791-7054), Insta-Valve Plus by Hydra-Stop (708-389-5111).

### **2.1.5 Hydrants**

Hydrants shall comply with AWWA Standard C502 for dry barrel fire hydrants for ordinary water works service.

Hydrants shall be Mueller Super Centurion:

<u>Watermain Size</u>	<i>Model</i>	<i>Catalog #</i>	<u>Main Valve Opening</u>	<i>Shoe</i>	<i>Nozzles</i>
3"	Post Type	A-411	2 1/8"	3"	1 – 2 1/2" hose
4"	SuperCenturion 200	A-420	4 1/2"	4"	2 – 2 1/2" hose
≥6"	SuperCenturion 250	A-423	5 1/4"	6"	2 – 2 1/2" hose, 1–4" pumper*

\* 4 1/2" pumper nozzle provided for all Owners except City of Olney. City of Olney to be provided with 4" pumper nozzles.

The name or mark of the manufacturer, size of valve opening, and year of manufacture shall be clearly cast in raised letters on the upper barrel section above finished grade.

Hydrants shall be designed for a working pressure of 250 psi, and equipped with not less than two (2) O-ring stem seals. Hydrant body castings shall be manufactured of cast iron or ductile iron. The lower barrel section, elbow (shoe) casting, and flanges below grade shall be either cast iron or ductile iron.

Hydrants shall be internally mounted with approved non-corrodible metals and in such a way that parts working together shall not both be iron or steel.

All wearing and working internal parts shall be accurately machined, easily renewable, and shall be removable through the top of the hydrant.

Hydrants shall be of the "traffic" or "break-away" design with easily replaceable breaking devices for the gradeline flange and operating stem that prevent damage to barrel sections upon impact.

Bury (trench) depth shall be 42 inches. If conditions require a deeper bury, the Contractor shall be responsible for furnishing an appropriate depth fire hydrant or extensions for the 48" bury hydrants. This shall be considered incidental to the cost of fire hydrants of the size indicated.

When tested in accordance with AWWA C502, friction losses through the hydrant shall not exceed the maximum permissible losses listed in Table 3, AWWA C502.

Hydrants shall have mechanical joint inlet connections. All nozzles shall be manufactured of ASTM B584 bronze, properly secured to the barrel section to prevent blowing out, and accurately threaded in accordance with the National Standard Hose Coupling Thread Specifications.

All nozzles shall be furnished with inside threaded cast iron caps fitted with suitable gaskets for positive water tightness under test pressure. Operating nut and nozzle cap wrench nuts shall be 1 1/2 inch pentagon, measured from point to opposite flat at the base, tapering uniformly to 1 7/16 inch at the top, and the height of the nut shall be not less than 1 inch. Nozzle caps shall be securely chained to the upper barrel section.

The hydrant shall open by turning to the left (counter-clockwise) and the direction of opening shall be permanently and clearly marked on the bonnet assembly near the operating nut. The hydrants shall have a cast iron weather cap to prevent water from entering the top section. The top stem threads and bearing surfaces shall be in sealed grease cavity. The hydrants shall have safety flanges and safety stem couplings which will break cleanly when struck by a vehicle, but will not damage the barrel or stem.

Before the hydrant is painted at the factory, it shall be subjected to an internal hydrostatic test of 500 pounds per square inch with the hydrant valve in closed position and again with the hydrant valve in an open position.

All iron parts of the hydrant both inside and outside shall be thoroughly cleaned and coated with epoxy.

The outside of the hydrant above the finished ground line shall be thoroughly cleaned and thereafter painted with one coat of paint of a durable composition, and one additional coat of a color specified by the Owner.

All hydrants shall be furnished w/MJ gland paks.

## **2.1.6 Watermain Accessories**

### **2.1.6.1 Valve Box Adaptor II**

All valves shall have a Valve Box Adaptor II installed, as manufactured by Adaptor Inc.

### **2.1.6.3 Solid Sleeves**

Solid Sleeves shall be ductile iron, Class 53. **All solid sleeve mechanical joint connections shall be provided with restraint glands.** All solid sleeves shall be provided w/MJ gland paks.

### **2.1.6.4 Valve Box**

All valve boxes shall be heavy duty, cast iron, two-piece, screw type adjustment boxes. The valve boxes shall be furnished in lengths sufficient to extend from the valve to the finished ground line. All valve boxes shall be furnished with lids marked "WATER". Valve boxes shall be Tyler Union 6850 Series.

#### **2.1.6.5 Anchor Couplings**

Anchor couplings shall be of the size and length as shown on the plans. The couplings shall be made of class 53 ductile iron pipe with a 3/8" ring welded to each end of the pipe, with integral mechanical joint follower glands. Mechanical joint follower glands shall be furnished with the couplings. The anchor couplings shall conform to mechanical joint connections per AWWA C111.

#### **2.1.6.6 Gradelok**

Gradelok shall be of ductile iron, AWWA C153, ANSI A21.53, 350 psi. The connector shall have an anchoring system at both ends so that when used with split glands, a restrained joint is provided. The Gradelok shall be as manufactured by Assured Pipe Flow Sales.

#### **2.1.6.7 Linestop**

1. General.
  - a. Rated at minimum working pressure of 150 psi and hydrostatic test pressure of 300 psi.
  - b. Lined waterways with fusion-bonded epoxy, EPA or NSF approved for potable water, minimum thickness of 12 mils, following AWWA C213.
  - c. Exterior coating: Fusion bonded epoxy minimum thickness 12 mils, following AWWA C-213.
  - d. Bolts, nuts and studs: High strength, low alloy following ANSI A21.11.
2. Tapping Saddle Assembly:
  - a. Full encirclement, consisting of, at minimum, upper saddle plate with anchor neck, lower saddle plate, tapping flange and nozzle with gland or gasket for pressure tight seal suitable for potable water ranging in temperature from 32 degrees F to 100 degrees F. All components properly shaped and adequate strength to ensure proper mounting and pressure tight seal around existing pipe.
  - b. Saddle plates manufactured from 304 Stainless Steel, clean and sound without defects that impact their service. No plugging or welding of such defects will be allowed.
  - c. Outlet flange manufactured of same material as tapping saddle assemblies: Flat face and drill following ANSI B16.5, Class 150 flange. Provide suitable independently operating locking device in periphery of flange to secure completion plug.
  - d. All waterways: Dye-penetrant inspected for watertightness.
3. Completion Plug:
  - a. Manufactured from 304 Stainless Steel.

- b. Equipped with two circumferential grooves; one to receive the locking device from flange, and second to contain compressible "O" ring to seal pressure tight against interior diameter of nozzle.
- 4. Blind Flange:
  - a. To seal tapping saddle assembly upon removal of tapping and linestop equipment.
  - b. Manufactured from AWWA C207, Class D steel and drilled to match bolt circle of nozzle of tapping saddle assembly.
  - c. **Bland Flange to be 304 Stainless Steel.**
- 5. Linestop Machine:
  - a. Tapping Equipment Fabricator/Installer: Furnish folding plug head linestop capable of pressure tight seal against inside diameter of existing pipe.
  - b. Linestop: Advance into and retract from pipeline by means of hydraulic or mechanical actuator. When retracted the folding plug head to be housed in pressure tight chamber between the actuator and tapping valve.
  - c. Folding plug: Capable of displacing accumulated grit deposits in interior of the pipe while advancing to its linestopping position and have molded polyurethane sealing element around its perimeter and supply workable seal with interior diameter when fully advanced.
- 6. Approved Tapping Equipment Fabricator/Installers:
  - a. Hydra-Stop Services

## **0222 - 3 EXECUTION**

### **3.1 INSTALLATION**

#### **3.1.2 Storing and Handling**

Pipe shall be stored on clean, level ground to prevent undue scratching or gouging. If the pipe must be stacked for storage, such stacking shall be done in accordance with the pipe manufacturer's recommendations. The pipe shall be handled in such a manner that it is not pulled over sharp objects or cut by chokers or lifting equipment.

Sections of pipe discovered with cuts or gouges in excess of 10% of the pipe wall thickness shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using acceptable joining methods.

Chains or cable type chokers must be avoided when lifting sections of pipe. Nylon slings are preferred. Spreader bars are recommended when lifting long sections.

#### **3.1.3 Excavation**

The PVC watermain minimum depth of bury shall be 48 inches. If conditions require, or the plans indicate the waterline to be buried deeper than 48", the Contractor shall do so at no additional cost to the contract.

### 3.1.4 Open Cut Laying and Joining

Where water is encountered in trenches, it shall be removed during pipe laying and jointing operations. Provisions shall be made to prevent floating of the pipe at any time.

Provisions for expansion of buried PVC and HDPE piping shall be made by snaking in the trench.

### 3.1.5 Integral Bell Pipe Joining

Pipe shall be laid and jointed in accordance with the manufacturer's recommendations. All dirt or foreign material shall be removed from the pipe and ring groove in the bell. The sealing ring shall be placed in the ring groove without the use of lubricants. The bell end of the pipe shall be cleaned prior to installation. The spigot end of the next pipe joint shall be completely lubricated, and then placed into the prepared bell end. The pipe shall be pushed together until the reference mark is flush with the end of the bell.

### 3.1.7 Thrust Restraint

#### 3.1.7.1 Restraint Couplings

**All pipe fitting mechanical joint connections, except those on anchor couplings, shall be provided with joint restraint glands as specified in Section 2.1.1.3. All fittings shall be provided w/MJ gland packs.**

#### 3.1.7.2 Concrete Thrust Blocking

Concrete thrust blocking shall be provided behind all bends of 11 ¼ degrees or greater, hydrants, tees, and plugs when **any** joint in the associated connection **system** (hydrant lead, valve nest, fitting direction change, tie-in system, etc.) relies solely on gripping wedges, gripping set screws, or compression friction for thrust restraint. For example, a 4" hydrant lead system without a 4" anchor coupling between both the hydrant and shut-off valve and the shut-off valve and tee would require concrete thrust blocks behind both the tee and hydrant. Connection systems where all joints in the system are "positively" tied together with integral follower glands and/or integral collars (i.e. anchor couplings, etc.) would not require concrete thrust blocks.

The cost of this work shall be included in the cost of each fitting requiring blocking and shall not be paid for separately.

Blocking to prevent movement of lines under pressure at fittings, plugs, caps, valves and hydrants shall be Portland Cement Concrete, a minimum of 12" thick, placed between undisturbed earth and the fittings. Blocking shall be placed in such a manner that pipe and fitting joints will be accessible for repairs.

Where conditions prevent the use of concrete thrust blocks, tied joints or restrained joints of a type approved by the Engineer shall be used.

### **3.1.7.3 Mechanical Restraining System**

Threaded rods, anchor couplings, anchoring pipe, or gradeloks shall be used to restrain valves, fittings, and hydrants where specifically called for on the plans and at locations where adequate thrust restraint cannot be accomplished with restraint glands and concrete thrust blocking. Anchor couplings shall be of the size and length as shown on the plans. The couplings shall be made of class 53 ductile iron pipe with a groove machined in each end of the pipe. A stainless steel ring shall be placed in the groove and will act as a restraint to the coupling. Mechanical joint follower glands shall be furnished with the couplings. The cost of this work shall be included in the cost of the valves, fire hydrants, or fittings installed and no additional payment will be made.

### **3.1.8 Linestop**

1. Before ordering linestop tapping saddle assembly.
  1. Clean existing pipe, make circumferential measurement of pipe and check for roundness to verify sleeve will fit.
  2. Repair any damage to existing pipe coating with suitable coating material to original line of coating as directed by pipe manufacturer's technical representative at no additional expense before backfilling.
2. Installation of linestop.
  1. Excavate around existing pipe so as not to disturb thrust blocking.
  2. Clean existing pipe.
  3. Check pipe outside diameter and roundness to verify assembly will fit.
  4. Provide all materials and equipment, to perform installation of linestop.
  5. Provide blocking/support.
  6. Approved Tapping Equipment Fabricator/Installer to install tapping saddle assembly to pipe and to insert linestop into pipe for line isolation.
  7. After linestop is no longer required, approved Tapping Equipment Fabricator/Installer to remove linestop and install completion plug and blind flange

### **3.1.9 Tapping Sleeve and Valve**

The existing water main shall be uncovered and exposed to allow calipering of the pipe in advance of the pressure connection.

Sufficient length of main shall be exposed to allow for operation of the tapping machinery. The main shall be supported on concrete pedestals, if needed, at sufficient intervals to properly carry its own weight, plus the weight of the tapping machinery and fitting. Any damage to the main due to improper or insufficient supports shall be repaired at the Contractor's expense.

After the tapping sleeve has been mounted on the main, the tapping valve shall be bolted to the outlet flange, making a pressure tight connection.

The tapping machine, by means of a special adapter shall then be bolted to the outlet flange of the tapping valve, also making a pressure tight connection. After the tapping machine is in place, the installation shall be pressure tested at operating pressure plus 50%, to ensure the integrity of the installation. Water under pressure can be introduced through a port in the tapping machine. The tapping machine and the fitting shall be externally supported, so that no additional weight is placed upon the main.

The tapping valve shall then be opened, allowing the shell cutter-pilot drill assembly to advance through the valve body until contact is made with the wall of the main. With the tapping machine's feed set, power shall be supplied, starting rotation of the cutter-pilot drill assembly.

The minimum diameter cut permitted shall not be more than 1/2" less than the nominal diameter of the pipe to be attached. When the pilot drill penetrates the wall of the main, the nozzle, valve body, and tapping machine will be filled with water. The bleeder valve on the tapping machine will indicate the presence of water. The cut shall be continued for a sufficient period of time after this indication to allow the coupon to be completely severed from the wall of the main.

The coupon shall be retained on the pilot drill by means of latches, spring detents, wire clips, or threads on the pilot drill; depending upon the make of the tapping machine. As the boring bar is retracted, the coupon, pilot drill, and shell cutter return back into the tapping machine adapter.

At this time the tapping valve shall be closed, sealing the main. The tapping machine shall be removed, and the valve shall be opened to flush any foreign material. The Contractor shall retrieve the coupon from the drilling machine and give it to the inspector on the project site.

Poured concrete thrust blocks shall be provided to prevent movement of the installation when main pressure is applied.

### **3.1.9 Connections to Existing Mains**

All connections to water mains in use shall be made by the Contractor unless otherwise provided in the Special Provisions. All fittings required shall be furnished and set by the Contractor.

Where the connection of new work to old requires interruption of service and notification of customers affected, the superintendent of the utility, the Engineer and the Contractor shall mutually agree upon a date and time for connections which will allow ample time to assemble labor and materials, and to notify all customers affected.

### **3.1.12 Gate Valves**

All gate valves shall be inspected upon delivery in the field to insure proper working order before installation. They shall be set and jointed to the pipe in the manner as set forth in the AWWA Standards for the type of connection ends furnished.

Valves shall be installed in a vertical position and shall be set on a concrete block. Each valve shall have a Valve Box Adaptor II installed. A cast iron valve box, with lid marked "WATER" shall be installed on each valve. The box shall be vertically centered over the operating nut, and the cast iron box cover shall be set flush with the finished surface. After installation, all valves shall be subjected to the field test for piping. Should any defects in materials or workmanship appear during these tests, the Contractor shall correct such defects with the least possible delay and to the satisfaction of the Engineer. Should the Contractor fail to do this within a reasonable period of time in the judgement of the Owner, he may cause such defects to be corrected and deduct the cost thereof from any money or payments due or to become due to the Contractor.

Adjustable cast iron valve boxes shall be set to position during backfilling operations so they will be in a vertical alignment to the gate valve operating stem. The lower casting of the unit shall be installed first in such a manner as to be cushioned and to not rest directly upon the body of the gate valve or upon the water main. The upper casting of the unit shall then be placed in proper alignment into such an elevation that its top will be a final grade. Backfilling around both units shall be placed and compacted to the satisfaction of the Engineer. The valve boxes shall be furnished with lids marked "WATER."

The Contractor shall be responsible for furnishing the proper height of valve box at each valve location regardless of the depth of the waterline. The cost of furnishing the proper height of valve box shall be included in the cost of gate valves.

### 3.1.13 Fire Hydrants

Hydrants shall be installed at the locations as shown on the Plans. They shall be plumb and shall be set so that the lowest hose connection is, at least, eighteen (18) inches above the surrounding finished grade. All hydrants shall be inspected in the field upon delivery to the job to insure proper operation before installation. A minimum of 1/3 cubic yard of coarse gravel, or like material shall be placed at and around the base of the hydrant to insure proper drainage of the hydrant after use. The coarse gravel shall be covered with eight (8) mil polyethylene or similar waterproof material before backfilling. The blocking of the hydrant shall consist of a wedge of portland cement concrete of not less than 1/4 cubic yard extending from the hydrant to undisturbed soil and shall be so placed to form a solid barrier adjacent to the hydrant base to counteract the pressure of water exerted thereon. Care shall be taken to ensure that weep holes are not covered by concrete. The hydrant shall be set on a concrete block to ensure a firm bearing for the hydrant base. The Contractor shall be responsible for furnishing and installing any hydrant extensions if conditions require it.

### 3.4 MEASUREMENT

All of the above work will be measured for payment at the contract unit of Each for Fire Hydrant and Valve (Special).

### 3.5 PAYMENT

This work shall be paid for at the contract unit price Each for Fire Hydrant and Valve (Special).

**Controlled Low-Strength Material** : This work shall conform to all applicable parts of Section 593 of the Standard Specifications. The Contractor shall use Mix 2 as shown in article 1019.05 of the Standard Specifications and as modified by this special provision. Mix 2 shall be modified by increasing the amount of Portland Cement that is used so that the C.L.S.M. will set up in time to proceed with construction operations. It is estimated that an additional 125 pounds of Portland Cement should be added per cubic yard of C.L.S.M. The amount of cement added may be adjusted (increased) during construction if the C.L.S.M. does not set up fast enough to proceed with construction. This work, including any extra cement needed, shall be paid for at the contract unit price per cubic yard for Controlled Low-Strength Material.

**Manholes to be Adjusted**: The Contractor shall adjust existing manholes to the correct elevation and slope flush with the top of the finished sidewalk or pavement surface. The adjustment shall be according to the elevation difference as shown on the plans. The Contractor shall furnish all labor, equipment, and materials necessary to adjust the manholes. For adjustments requiring lowering of elevation, this work shall include all necessary labor, equipment, and materials for the removal of existing inlet structure. For adjustments requiring raising from existing elevation,

this work shall include all necessary labor, equipment, materials and adjusting rings to provide for the proposed elevation.

This work shall be paid for at the contract unit price Each for Manholes to be Adjusted.

**Inlets to be Adjusted:** The Contractor shall adjust existing inlets to the correct elevation and slope flush with the top of the finished sidewalk or pavement surface. The adjustment shall be according to the elevation difference as shown on the plans. The Contractor shall furnish all labor, equipment, and materials necessary to adjust the inlets. For adjustments requiring lowering of elevation, this work shall include all necessary labor, equipment, and materials for the removal of existing inlet structure. For adjustments requiring raising from existing elevation, this work shall include all necessary labor, equipment, materials and adjusting rings to provide for the proposed elevation.

This work shall be paid for at the contract unit price Each for Inlets to be Adjusted.

**Valve Boxes to be Adjusted:** The Contractor shall adjust existing water valve boxes to the correct elevation and slope flush with the top of the finished sidewalk, pavement, curb and gutter or finished earth surface. The Contractor shall furnish all labor, equipment, and materials necessary to adjust the valve boxes. The adjustment shall be according to the elevation difference as shown on the plans.

This work shall be paid for at the contract unit price each for Valve Boxes to Be Adjusted.

**Combination Concrete Curb and Gutter, Type B-6.18 and Type B-6.24:** This work shall conform to all articles of Section 606 of the Standard Specifications. All proposed concrete curb and gutter that abuts existing concrete pavement or existing concrete curb and gutter shall be tied to the existing pavement and curb and gutter as shown on the plans. The cost of all saw cuts, tie bars, drilling for tie bars, epoxy grouting tie bars, dowel bars, drilling for dowel bars, preformed joint filler, and any other incidental item for complete concrete curb and gutter construction according to Standard 606001 shall be all be included in this item. This work shall be paid for at the contract unit price per foot for Combination Concrete Curb and Gutter, Type B-6.18 or Type B-6.24.

**Chain Link Fence:** This work shall conform to all applicable portions of Section 664 of the Standard Specifications and to Standard 664001. The Contractor shall install chain link fence at locations shown on the plans. Chain link fence posts shall not be anchored to the P.C.C. headwalls or wingwalls of the box culverts.

## **REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES**

**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.** The excavated soil and groundwater within the work areas listed below shall be managed as either “uncontaminated soil”, hazardous waste, special waste or

non-special waste. For stationing, the lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit, whichever is less.

**Soil Disposal Analysis.** When the waste material requires sampling for landfill disposal acceptance, the Contractor shall secure a written list of the specific analytical parameters and analytical methods required by the landfill. The Contractor shall collect and analyze the required number of samples for the parameters required by the landfill using the appropriate analytical procedures. A copy of the required parameters and analytical methods (from landfill email or on landfill letterhead) shall be provided as Attachment 4A of the BDE 2733 (Regulated Substances Final Construction Report). The price shall include all sampling materials and effort necessary for collection and management of the samples, including transportation of samples from the job site to the laboratory. The Contractor shall be responsible for determining the specific disposal facilities to be utilized; and collect and analyze any samples required for disposal facility acceptance using a NELAP certified analytical laboratory registered with the State of Illinois.

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

**Site 3913-COV-3 – ROW, 400 – 500 Blocks of S. West Street, Olney, Richland County**

- Station 0+40 to Station 0+70, 11.5 feet LT to 11.5 feet RT (IL 130): The Engineer has determined this material meets the criteria of and shall be managed in accordance to Article 669.05(a)(5). Contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.

**Site 3913-COV-9 – Hot N Dog BBQ, 320 S. West Street, Olney, Richland County**

- Station 4+45 to Station 6+37, 16 feet LT to 3.5 feet RT (IL 130): The Engineer has determined this material meets the criteria of and shall be managed in accordance to Article 669.05(a)(5). Contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.

**Site 3913-COV-14 – Claws & Paws Animal Rescue Center, 218 S. West Street, Olney, Richland County**

- Station 10+06 to Station 11+28, 9 feet LT to 4 feet RT (IL 130): 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.

**Site 3913-COV-19 – Exhaust Specialty of Olney NA, 733 W. Main Street, Olney, Richland County**

- Station 14+08 to Station 14+78, 10 feet LT to 42 feet RT (IL 130): 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.

**Site 3913-COV-20 – Subway, 801 W. Main Street, Olney, Richland County**

- Station 15+53 to Station 16+04, 14 feet LT of back of Curb to Back of Curb (IL 130): 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.

**Site 3913-COV-21 – CVS, 914 W. Main Street, Olney, Richland County**

- Station 16+89 to Station 19+62, 44 feet LT to 9 feet RT (IL 130): 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.

**Site 3913-COV-22 – Marathon Mach 1, 732 W. Main Street, Olney, Richland County**

- Station 16+75 to Station 17+05, 98 feet RT to 148 feet RT (IL 130): 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.

**Site 3913-COV-24 – Marathon Mach 1 Car Wash, 125 N. West Street, Olney, Richland County**

- Station 19+96 to Station 21+43, 30 feet LT to 8 feet RT (IL 130): The Engineer has determined this material meets the criteria of and shall be managed in accordance to Article 669.05(a)(5). Contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.

**Site 3913-COV-27 – Commercial Building, 126 N. West Street, Olney, Richland County**

- Station 19+96 to Station 21+43, 30 feet LT to 8 feet RT (IL 130): The Engineer has determined this material meets the criteria of and shall be managed in accordance to Article 669.05(a)(5). Contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.

**Site 3913-COV-28 – First National Bank of Olney, 301 N. West Street, Olney, Richland County**

- Station 23+12 to Station 25+25, 3 feet LT to 13 feet RT (IL 130): 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.
- Station 25+25 to Station 26+00, 13 feet LT to 14 feet RT (IL 130): 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.
- Station 26+00 to Station 27+27, 4 feet LT to 8 feet RT (IL 130): 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.

**Site 3913-COV-33 – Olney Central College, 305 N. West Street, Olney, Richland County**

- Station 27+56 to Station 32+53, 4 feet LT to 13 feet RT (IL 130): 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.
- Station 32+53 to Station 32+73, 14 feet LT to 13 feet RT (IL 130): 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.
- Station 36+72 to Station 44+68, 4 feet LT to 13 feet RT (IL 130): 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).

**Sign Panel – Type 1:** This work shall conform to all applicable sections of Article 720 of the Standard Specifications. The sign panel designations shall be as shown on the plans. Installation of the sign panel on the support shall be included in the contract unit price for Sign Panel – Type 1.

This work shall be paid for at the Contract Unit Price per Square Foot for Sign Panel – Type 1.

**Telescoping Steel Sign Support:** This work shall conform to all applicable parts of Section 728 of the Standard Specifications. Installation mounting shall be according to the proposed finished surface where the sign will be installed; see plans and Standard 728001 and 720006 for more details. All of the above work shall be paid for at the contract unit price per Foot for Telescoping Steel Sign Support.

**Borrow Areas, Use Areas, and / or Waste Areas:** In addition to the provisions contained in Article 107.22 of the Standard Specifications, any required submittal(s) to the District office shall require four (4) copies sent for processing. All copies of pictures submitted shall be in color.

**Underground Conduit:** This work shall consist of furnishing and installing a conduit of the type and size specified, in accordance with Section 810 of the Standard Specifications except as described herein.

When PVC is specified, the substitution of Coilable Nonmetallic Conduit, in accordance with Article 1088.01 (c), in place of the PVC conduit of the size and type specified in the plans is permitted with no change in compensation for this item.

When PVC Conduit is required to be spliced to steel conduit sections, a heavy wall set screw connector with a PVC female adapter shall be installed and sealed by duct seal and plastic tape.

A ¼" polypropylene pull rope shall be installed in all conduit runs exceeding 20 feet. A minimum of 2 feet of rope shall be provided at each end of a conduit run.

This work will be paid for at the contract unit price per FOOT for UNDERGROUND CONDUIT, of the size and type specified.

**Electric Cable in Conduit:** This work shall consist of furnishing and installing electric cable in conduit in accordance with Sections 873 and 1076.04 of the Standard Specifications except as described herein.

The conductors shall be solid copper.

This work will be paid for at the contract unit price per FOOT for ELECTRIC CABLE IN CONDUIT, of the type, size, and number of conductors specified.

**Electric Cable – Detector Loop lead-in:** This work shall consist of furnishing and installing electric cable in conduit in accordance with Sections 873 and 1076.04 of the Standard Specifications except as described herein.

Incoming detector loop wires shall not extend more than 2 inches from the protective shielding. The crimp-on connectors for incoming detector loop wires shall also be soldered.

This work shall also include the removal and disposal of all existing abandoned signal cables after the new cables have been installed, tested, and are in service. This work shall also include removal and/or sealing where abandoned conduit penetrates the existing handhole. This work will not be measured or paid for separately, but shall be included in the contract unit price per FOOT for ELECTRIC CABLE, of the type, size, and number of conductors specified.

This work will be paid for at the contract unit price per FOOT for ELECTRIC CABLE, of the type, size, and number of conductors specified.

**Pedestrian Push-Button Post:** This work shall consist of furnishing and installing pedestrian push-button posts of the type and material specified, in accordance with Section 876 of the Standard Specifications except as described herein.

The pedestrian push-button post shall be GALVANIZED STEEL unless otherwise specified in the plans.

This work will be paid for at the contract unit price EACH for PEDESTRIAN PUSH-BUTTON POST, GALVANIZED STEEL, TYPE I of the type and material specified.

**Pedestrian Push-Button:** This work shall consist of furnishing and installing pedestrian pushbuttons of the type specified in accordance with Section 888 and Article 1074.02 of the Standard Specifications except as modified herein.

The pushbuttons shall meet ADA requirements. All pedestrian pushbuttons shall have a case and be equipped with a 2" Diameter button for easy access. The push buttons shall have a yellow housing and utilize a solid-state switch or reed relay. The following model is approved within the district: Polara Bulldog model BDSP-010.

The pedestrian pushbutton shall be in a modular station assembly accommodating the two different sizes of signs listed below. The pushbutton will be part of the modular station with a four-hole mount round cover assembly. The modular stations assemblies shall be the Pelco models SE-2132-12 P4HLED and SE-2132-15-P4HLED both yellow in color.

The pedestrian pushbutton installation shall include all crossing signs and hardware required to mount the pedestrian pushbutton. All hardware shall be of stainless-steel construction. All bolts

shall be Hex Head and no self tapping/drilling screws will be allowed. Anti-seize paste shall be installed on all fasteners.

All signs for pedestrian pushbuttons shall be MUTCD sign R10-3e. All signs **shall not** be digitally printed.

This work will be paid for at the contract unit price EACH for PEDESTRIAN PUSH-BUTTON.

**Remove Existing Traffic Signal Equipment:** This work shall consist of the removal of existing traffic signal post, pedestrian signal heads and push buttons in accordance with Section 895 of the Standard Specifications except as described herein.

All salvaged signal post, pedestrian heads, brackets and hardware removed shall become the property of the City of Olney, 1139 South Oak Street. The contractor shall contact the City to arrange for delivery of said items.

This work will be paid for at the contract unit price EACH for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT.

**Aggregate Stockpiles and Payment:** Aggregate for each individual pay item shall be stockpiled separately, in a secure location according to Article 106 of the Standard Specifications. Truckloads of aggregate delivered the same day that aggregate will be placed will be allowed, but the aggregate for each truck load and respective weight ticket shall be used for one independent pay item. Under no circumstance shall aggregate from the same stockpile or truckload be used for more than one independent pay item. For example, if a weight ticket from a truckload or stockpile that is designated for Aggregate Base Course, Type B is split and also used for Aggregate Surface Course, Type B, the weight ticket will not be included for payment. The Contractor will forfeit all claims against the Engineer for payment for each weight ticket for aggregate from one weight ticket or stockpile that is designated for one pay item and used for a different pay item with no exceptions allowed.

**Drop-Off Requirements:** In addition to the drop-off sign requirements described in “Traffic Control Plan” of these special provisions, special attention is called to drop-offs and trenches present within 8 feet of an open lane. When open holes, broken pavement, trenches over 3 inches deep and 4 inches wide, or other hazards are present within 8 feet of the edge of an open lane, the Contractor shall construct a temporary aggregate wedge the entire length of the elevation differential compacted to the satisfaction of the Engineer. This aggregate wedge shall be installed at a maximum slope of 3 horizontal to 1 vertical down to the lower surface elevation. The aggregate shall be compacted CA-6 with an IBR of 80. The cost of furnishing, installing, compacting, removing, disposing of the aggregate, and the traffic control required for this operation shall be included in the cost of Traffic Control and Protection, (Special) and no additional compensation will be allowed.

STATUS OF  
UTILITIES TO BE ADJUSTED

<u>Name and Address of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Date Relocation Completed</u>
Ameren CIPS Olney, Illinois	Electric Line	Jobsite	Before or During Construction
Clearwave Communications Harrisburg, Illinois	Fiber Optic Line	Jobsite	Before or During Construction
Frontier Communications Olney, Illinois	Telephone Line	Jobsite	Before or During Construction
Illinois Gas Company Olney, Illinois	Gas Line	Jobsite	Before or During Construction
Metro Communications Sullivan, Illinois	Fiber Optic Line	Jobsite	Before or During Construction
Sparklight Olney, Illinois	Cable TV Line	Jobsite	Before or During Construction
City of Olney Olney, Illinois	Water & Sewer	Jobsite	Before or During Construction
Wabash Communications Louisville, Illinois	Fiber Optic Line	Jobsite	Before or During Construction
Windstream Olney, Illinois	Fiber Optic Line	Jobsite	Before or During Construction

The utilities will be adjusted by the Owners at no cost to the section.

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Articles 105.06, and 107.19 of the Standard Specifications for Road and Bridge Construction shall apply.

If any utility adjustment or removal has not been completed when required by the Contractor's operations, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's operations were affected.



Route	Marked Route	Section Number
F.A. Route 187	Illinois Route 130	18-00083-00-SW
Project Number	County	Contract Number
9F61(312)	Richland	95905

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
	6-7-2021

Print Name	Title	Agency
Jane Guinn	City Treasurer	City of Olney

**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:

Along Illinois Route 130, from North Avenue to Parker Street; Sections 3 & 4, T3N, R10E, 3rd P.M. and Sections 33 & 34, T4N, R10E, 3rd P.M.

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:

Construction of a five foot wide sidewalk, reconstruction of existing driveways, sidewalks and curb ramps, and miscellaneous items to complete the project. Perimeter erosion barrier will be installed before construction begins at any areas that will involve soil disturbance. Temporary erosion control seeding, and inlet and pipe protection will also serve as interim erosion control. Permanent erosion control will consist of permanent seeding, stone riprap, and turf reinforcement mat.

C. Provide the estimated duration of this project:

Contract to be completed within 90 working days.

D. The total area of the construction site is estimated to be 2.0 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 1.5 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:

Existing and proposed runoff coefficient is 0.45.

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

See attached soil map.

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:

N/A

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.):

Excavation of soil for concrete sidewalk, excavation of existing driveways and intersections for new concrete driveways and intersections, excavation for box culvert extension, embankment for proposed sidewalk. Transverse length along cross slope of sidewalk corridor is approximately 10 feet. Cross slope varies from 1.5% to 5%.

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:

Illinois Department of Transportation

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

None

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:

Fox 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.

Two lengths of perimeter erosion barrier will be installed at all construction locations within 50 feet of any stream.

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.

None

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

N/A

Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

N/A

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

N/A

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

N/A

Applicable Federal, Tribal, State, or Local Programs

N/A

Floodplain

N/A

Historic Preservation

N/A

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

TMDL (fill out this section if checked above)

The name(s) of the listed water body:

Fox River

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

Perimeter erosion barrier, inlet and pipe protection, and temporary seeding will be used to mitigate sediment discharge in to the receiving water.

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

N/A

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

N/A

Other

N/A

Wetland

N/A

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

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

**II. Controls:**

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

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

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

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

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

The following stabilization practices will be used for this project:

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

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

Temporary erosion control seeding will be used at all areas where construction activity has temporarily ceased and will resume after fourteen days.

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

Temporary erosion control seeding will be used at all areas where construction activity has temporarily ceased and final stabilization occur after fourteen days.

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

- |  |  |
|--|--|
| <input type="checkbox"/> Aggregate Ditch           | <input type="checkbox"/> Stabilized Construction Exits |
| <input type="checkbox"/> Concrete Revetment Mats   | <input type="checkbox"/> Stabilized Trench Flow        |
| <input type="checkbox"/> Dust Suppression          | <input type="checkbox"/> Slope Mattress                |
| <input type="checkbox"/> Dewatering Filtering      | <input type="checkbox"/> Slope Walls                   |
| <input type="checkbox"/> Gabions                   | <input type="checkbox"/> Temporary Ditch Check         |
| <input type="checkbox"/> In-Stream or Wetland Work | <input type="checkbox"/> Temporary Pipe Slope Drain    |

- |  |   |
|--|---|
| <input type="checkbox"/> Level Spreaders                         | <input type="checkbox"/> Temporary Sediment Basin           |
| <input type="checkbox"/> Paved Ditch                             | <input type="checkbox"/> Temporary Stream Crossing          |
| <input type="checkbox"/> Permanent Check Dams                    | <input checked="" type="checkbox"/> Turf Reinforcement Mats |
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier    | <input type="checkbox"/> Other (Specify) _____              |
| <input type="checkbox"/> Permanent Sediment Basin                | <input type="checkbox"/> Other (Specify) _____              |
| <input type="checkbox"/> Retaining Walls                         | <input type="checkbox"/> Other (Specify) _____              |
| <input checked="" type="checkbox"/> Riprap                       | <input type="checkbox"/> Other (Specify) _____              |
| <input type="checkbox"/> Rock Outlet Protection                  | <input type="checkbox"/> Other (Specify) _____              |
| <input type="checkbox"/> Sediment Trap                           | <input type="checkbox"/> Other (Specify) _____              |
| <input checked="" type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Other (Specify) _____              |

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

Perimeter erosion barrier and storm drain inlet protection will be installed before construction begins.

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

Riprap and turf reinforcement mats will be installed immediately after construction and will serve as permanent stabilization.

**D. Treatment Chemicals**

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

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

N/A

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

- 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.

- 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:

Permanent seeding, riprap, and turf reinforcement mats will be installed immediately after construction and will serve as permanent stabilization.

**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:

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

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
  - Approximate duration of the project, including each stage of the project
  - Rainy season, dry season, and winter shutdown dates
  - Temporary stabilization measures to be employed by contract phases
  - Mobilization time-frame
  - Mass clearing and grubbing/roadside clearing dates
  - Deployment of Erosion Control Practices
  - Deployment of Sediment Control Practices (including stabilized cons
  
  - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
  - Paving, saw-cutting, and any other pavement related operations
  - Major planned stockpiling operation
  - Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc
  - Permanent stabilization activities for each area of the project
2. During the pre-construction meeting, the Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
  - Temporary Ditch Checks - Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
  - Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
  - Material Delivery, Storage and Use - Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
  - Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
  - Waste Disposal - Discuss methods of waste disposal that will be used for this project.
  - Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
  - Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
  - Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
  - Vehicle and Equipment Fueling - Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
  - Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
  - Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
  - Polymer Flocculants and Treatment Chemicals - Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
  - Additional measures indicated in the plan.

### III. Maintenance:

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

The Contractor shall consult the IDOT Erosion Control and Sediment Field Guide and the Illinois Urban Manual for guidance on maintaining erosion control. Repairs will be made according to the previously listed literature in an efficient and timely manner. If repairs are not made in a timely manner, the Resident Engineer will contact the IDOT Construction Engineer to set up a meeting between IDOT, the City of Olney, the Resident Engineer, and the Contractor for further discussion.

#### **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.

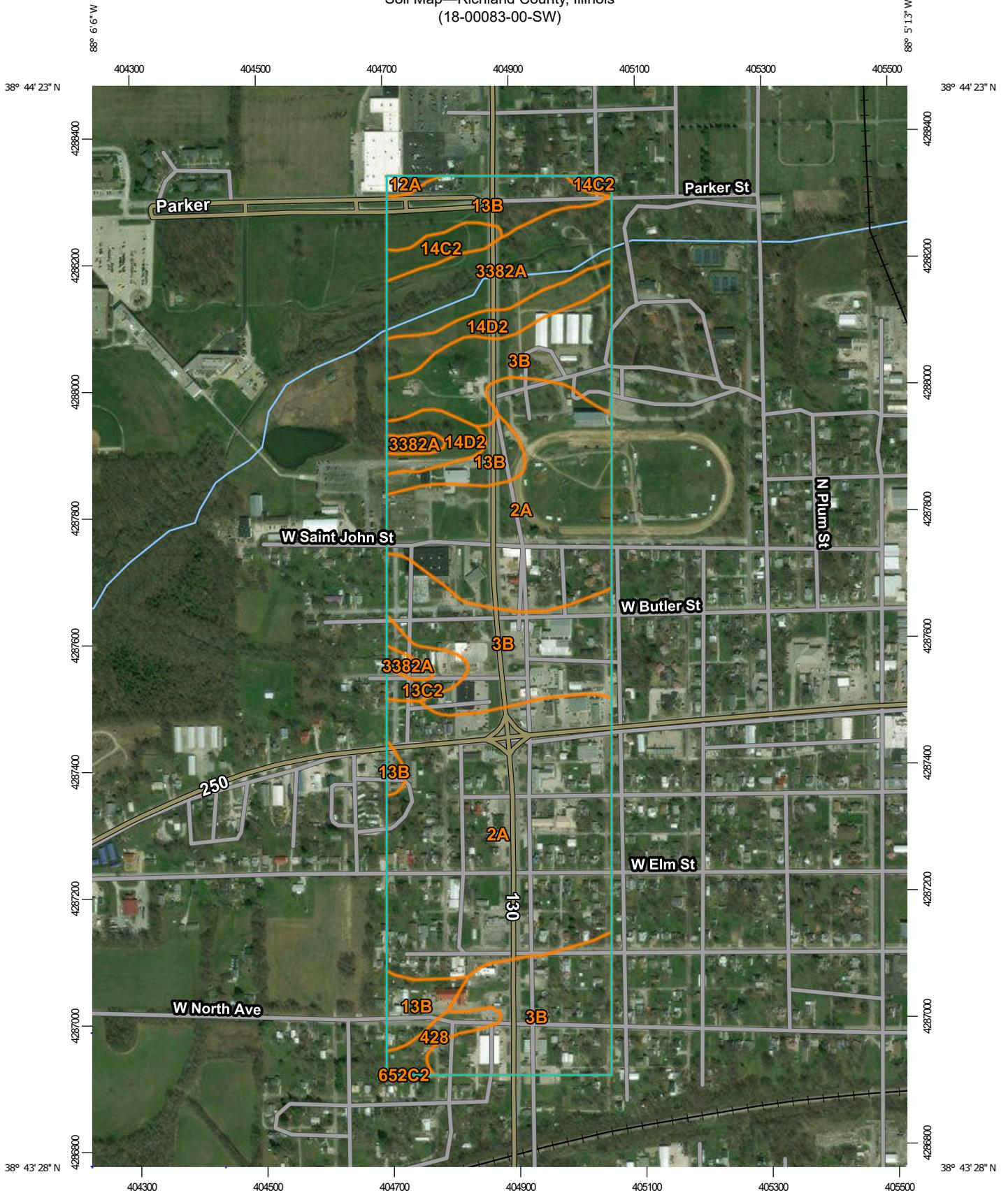
The Incidence of Non-Compliance shall be mailed to the following address:

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

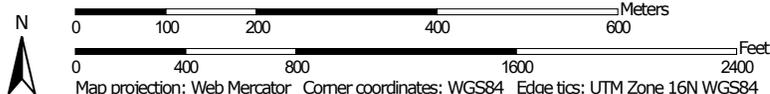
#### **V. Failure to Comply:**

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.

Soil Map—Richland County, Illinois  
(18-00083-00-SW)



Map Scale: 1:8,320 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

## MAP LEGEND

 Area of Interest (AOI)	 Spoil Area
 Soils	 Stony Spot
 Soil Map Unit Polygons	 Very Stony Spot
 Soil Map Unit Lines	 Wet Spot
 Soil Map Unit Points	 Other
 Special Point Features	 Special Line Features
 Blowout	<b>Water Features</b>
 Borrow Pit	 Streams and Canals
 Clay Spot	<b>Transportation</b>
 Closed Depression	 Rails
 Gravel Pit	 Interstate Highways
 Gravelly Spot	 US Routes
 Landfill	 Major Roads
 Lava Flow	 Local Roads
 Marsh or swamp	<b>Background</b>
 Mine or Quarry	 Aerial Photography
 Miscellaneous Water	
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Richland County, Illinois  
Survey Area Data: Version 12, May 29, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 11, 2012—Mar 9, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2A	Cisne silt loam, 0 to 2 percent slopes	57.0	45.4%
3B	Hoyleton silt loam, 2 to 5 percent slopes	33.8	27.0%
12A	Wynoose silt loam, 0 to 2 percent slopes	0.4	0.3%
13B	Bluford silt loam, 2 to 5 percent slopes	11.3	9.0%
13C2	Bluford silt loam, 4 to 7 percent slopes, eroded	2.0	1.6%
14C2	Ava silt loam, 5 to 10 percent slopes, eroded	2.3	1.8%
14D2	Ava silt loam, 7 to 12 percent slopes, eroded	6.2	4.9%
428	Coffeen silt loam	1.8	1.4%
652C2	Passport silt loam, 5 to 10 percent slopes, eroded	0.0	0.0%
3382A	Belknap silt loam, 0 to 2 percent slopes, frequently flooded	10.7	8.5%
<b>Totals for Area of Interest</b>		<b>125.5</b>	<b>100.0%</b>

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
INSURANCE

Effective: February 1, 2007  
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

City of Olney

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

## **BLENDED FINELY DIVIDED MINERALS (BDE)**

Effective: April 1, 2021

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

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

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

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

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

80436

## **COMPENSABLE DELAY COSTS (BDE)**

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

80384

## **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 6.00 % 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.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov).
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

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

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

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

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

- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

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

- (f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be

made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of “Good Faith Effort Procedures” of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

80029

**PORTLAND CEMENT CONCRETE – HAUL TIME (BDE)**

Effective: July 1, 2020

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

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

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

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

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

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

80430

## **SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)**

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

80397

## **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

80391

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

Effective: November 1, 2021

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. The lights shall be in operation while the vehicle or equipment is engaged in construction operations.”

80439

## **WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: November 1, 2021

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

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

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

80302

## WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

80427

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 90 working days.

80071

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

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

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

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

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

(1) The number and work hours of minority and 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 \$10,000 or more.

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

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

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

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

#### **1. Minimum wages**

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

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

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

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a

separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

#### **10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

\* \* \* \* \*

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

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

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

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

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

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

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

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

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

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

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

## Contract Provision - Cargo Preference Requirements

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

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

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

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

