

# 25

**Letting June 17, 2022**

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



**Contract No. 66E53  
LIVINGSTON County  
Section (113)RS-3  
Route FAP 681  
Project STP-DSSQ(974)  
District 3 Construction Funds**

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. June 17, 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. 66E53  
LIVINGSTON County  
Section (113)RS-3  
Project STP-DSSQ(974)  
Route FAP 681  
District 3 Construction Funds**

**Project consists of milling 3.50" and resurfacing 3.75" on IL 116, 100' East of the intersection of IL 23 in Pontiac for a total of 1.71 miles. The scope of work includes some traffic signal upgrades, pavement patching, ADA ramp improvements, and minor drainage maintenance work.**

- 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 and frequently used 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:

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	X Additional State Requirements for Federal-Aid Construction Contracts .....	1
2	X Subletting of Contracts (Federal-Aid Contracts) .....	4
3	X EEO .....	5
4	Specific EEO Responsibilities Non Federal-Aid Contracts .....	15
5	Required Provisions - State Contracts .....	20
6	Asbestos Bearing Pad Removal .....	26
7	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal .....	27
8	Temporary Stream Crossings and In-Stream Work Pads .....	28
9	Construction Layout Stakes .....	29
10	Use of Geotextile Fabric for Railroad Crossing .....	32
11	Subsealing of Concrete Pavements .....	34
12	Hot-Mix Asphalt Surface Correction .....	38
13	Pavement and Shoulder Resurfacing .....	40
14	Patching with Hot-Mix Asphalt Overlay Removal .....	41
15	Polymer Concrete .....	43
16	PVC Pipeliner .....	45
17	Bicycle Racks .....	46
18	Temporary Portable Bridge Traffic Signals .....	48
19	Nighttime Inspection of Roadway Lighting .....	50
20	English Substitution of Metric Bolts .....	51
21	Calcium Chloride Accelerator for Portland Cement Concrete .....	52
22	Quality Control of Concrete Mixtures at the Plant .....	53
23	X Quality Control/Quality Assurance of Concrete Mixtures .....	61
24	Digital Terrain Modeling for Earthwork Calculations .....	77
25	Preventive Maintenance – Bituminous Surface Treatment (A-1) .....	79
26	Temporary Raised Pavement Markers .....	85
27	Restoring Bridge Approach Pavements Using High-Density Foam .....	86
28	Portland Cement Concrete Inlay or Overlay .....	89
29	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching .....	93
30	Longitudinal Joint and Crack Patching .....	96
31	Concrete Mix Design – Department Provided .....	98
32	X Station Numbers in Pavements or Overlays .....	99

## TABLE OF CONTENTS

LOCATION OF PROJECT .....	1
DESCRIPTION OF PROJECT .....	1
STATUS OF UTILITIES TO BE ADJUSTED .....	2
PAVEMENT PATCHING .....	2
PERMANENT SURVEY MARKERS, TYPE I .....	4
FRAMES AND LIDS TO BE ADJUSTED (SPECIAL) AND WATER VALVES TO BE ADJUSTED, SPECIAL.....	5
TRAFFIC CONTROL IN THE VICINTY OF A RAILROAD GRADE CROSSING .....	5
MAXIMUM DROP-OFFS BETWEEN ADJACENT LANES .....	5
TEMPORARY INFORMATION SIGNING.....	6
RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE).....	7
RIGHT OF ENTRY TO UNION PACIFIC RAILROAD PROPERTY, CONTRACT 66E53, DOT/AAR NO. 290 756 Y .....	8
HOT – MIX ASPHALT SURFACE REMOVAL AT THE IL 116 – UNION PACIFIC RAILROAD GRADE CROSSING, DOT/AAR NO. 290 756 Y .....	9
MODIFY EXISTING CONTROLLER AND CABINET.....	9
VIDEO VEHICLE DETECTION SYSTEM.....	10
PERMANENT TRAFFIC SIGNAL TIMING .....	20
REMOTE-CONTROLLED VIDEO SYSTEM.....	20
MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION.....	22
HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH: .....	22
PREPARATION AND RESTORATION OF SIDEWALK WORK AREAS .....	23
CLEANING EXISTING DRAINAGE STRUCTURES.....	23
INSTALL SIGN PANEL – TYPE 1 .....	23
CONCRETE CURB REPAIR.....	24
CONSTRUCTION LAYOUT SPECIAL (ADA) .....	24
TRAFFIC CONTROL PLAN .....	25
BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE).....	25
BLENDED FINELY DIVIDED MINERALS (BDE).....	27
COMPENSABLE DELAY COSTS (BDE) .....	27
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE) .....	30
FUEL COST ADJUSTMENT (BDE) .....	39

HOT-MIX ASPHALT – START OF PRODUCTION (BDE).....41  
MATERIAL TRANSFER DEVICE (BDE).....41  
PORTLAND CEMENT CONCRETE – HAUL TIME (BDE) .....43  
SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE) .....44  
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE).....44  
SURFACE TESTING OF PAVEMENTS – IRI (BDE).....45  
WEEKLY DBE TRUCKING REPORTS (BDE).....50  
WORK ZONE TRAFFIC CONTROL DEVICES (BDE).....50  
WORKING DAYS (BDE) .....52

## **STATE OF ILLINOIS**

---

### **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 681 (IL 116), Project STP-DSSQ(974), Section (113)RS-3, Livingston County, Contract No. 66E53 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

### **LOCATION OF PROJECT**

The project begins west of IL 23 at the point of curvature of Interlake Drive. The project continues 1.76 miles east through the city of Pontiac along IL 116. The project ends approximately 93 feet east of IL 116's intersection with Pearl Street at a pavement joint. There is a single railroad omission of approximately 10 feet for a single track of Amtrak passenger rail that crosses IL 116 at-grade.

### **DESCRIPTION OF PROJECT**

The project consists of milling and resurfacing, patching, and ADA improvements at the intersection of IL 116 with Culver and Wood Streets, respectively.

**STATUS OF UTILITIES TO BE ADJUSTED**

(Effective January 1, 2007; Revised January 24, 2011)

<u>Name &amp; Address of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Date Relocation Complete</u>

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Section 102 and Articles 105.07, 107.20, 107.37, 107.38, 107.39, 107.40, and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor.

**PAVEMENT PATCHING**

(Effective April 11, 2016; Revised April 27, 2018)

Description. This work shall consist of the removal of the existing pavement, the necessary excavation and the replacement with the class and type of patch specified at designated locations.

This work shall be according to Section 442 of the Standard Specifications for Class A and Class B patching and as modified herein.

Materials. Materials shall be according to Article 442.02 of the Standard Specifications and as modified below.

Revise the first paragraph of Article 1020.05(d)(2)b(2) to read:

- (2) Class C Fly Ash. For cement aggregate mixture II, Class PV, RR, BS, PC, PS, DS, SC, and SI concrete, Class C fly ash shall be a minimum of 25.0 percent by weight (mass) of the cement and finely divided minerals summed together. For PP-1 and PP-2 concrete, Class C fly ash shall be a minimum of 15.0 percent by weight (mass) of the cement and finely divided minerals summed together.

Revise the first paragraph of Article 1020.05(d)(2)b(3) to read:

- (3) When GGBF slag is used in Class PV, RR, BS, PC, PS, DS, SC, and SI concrete, ground granulated blast-furnace slag shall be a minimum of 25.0 percent by weight (mass) of the cement and finely divided minerals summed together. For PP-1 and PP-2 concrete, Ground Granulated Blast-Furnace Slag shall be a minimum of 15.0 percent by weight (mass) of the cement and finely divided minerals summed together.

## CONSTRUCTION REQUIREMENTS

Pavement Removal. Pavement removal shall be according to Article 442.05 of the Standard Specifications and as modified herein.

Revise Article 442.05(a) to read:

- (a) Class A Patches. Two transverse full depth saw cuts shall be made perpendicular to the centerline at each end of the patch, except that the saw cuts may be skewed slightly if necessary to maintain a minimum distance of 18 inches from the end of the patch to the nearest transverse crack in the pavement to remain in place. When approved by the Engineer, this minimum distance may be reduced to 6 inches in areas of close crack spacing where the pavement otherwise appears to be sound. The longitudinal edges of the patch shall be formed by full-depth saw cuts. Saw cut extensions into pavement which is to remain in place will not be permitted. All saw cuts shall be made with an approved concrete saw. After the transverse saw cuts have been made, intermediate cuts as shown on plan details may be made to make pressure relief cuts or to reduce the pavement length to a size that accommodates removal and hauling operations. The saw cutting operations shall be controlled to limit subbase penetration to a maximum of 1/2 inch.

The shoulder between the full-depth saw cut and the pavement edge shall be removed using a hand held hammer and hand tools prior to pavement removal. If available, the Contractor may use an approved wheel saw to make the shoulder cut and removal.

When the patch is adjacent to a portland cement concrete shoulder, a saw cut shall be made at the shoulder-pavement joint sufficiently deep to sever the tie bars. A second full-depth saw cut shall be made in the pavement a minimum of 4 inches from the edge of the shoulder. The pavement between the full-depth saw cut and the shoulder edge shall be removed using a hand held hammer and hand tools prior to removal of the remaining pavement.

The pavement between the saw cuts shall be removed by lifting. Sufficient care shall be taken to minimize subbase disturbance and prevent spalling of the pavement that is to remain in place. Any subbase or stabilized subbase material disturbed during pavement removal operations or determined unsuitable by the Engineer shall be removed and replaced with patch material.

If the Engineer determines that the concrete has deteriorated to the extent that it is not practical to lift, the pavement may be broken into small pieces and removed. The breaking equipment shall not transfer impact energy greater than 3,000 foot/pound per blow to the pavement surface.

Should the Contractor's operations cause a spall having a width or depth greater than 1 inch in the pavement to remain in place or cause excessive shattering or underbreaking of the existing slab to remain in place, a new saw cut shall be made extending the patch to remove the spall or underbreaking. After pavement removal, the pavement structure will be inspected by the Engineer to determine if it is sufficiently sound. If determined unsound, the Contractor shall extend the patch as directed by the Engineer.

Revise Article 442.06(a)(1) to read:

- (a) Reinforcement, Dowel Bars, and Joints. Reinforcement, dowel bars, and joints shall be according to the following.
- (1) Class A Patching. The reinforcement shall be constructed according to Articles 508.03 through 508.09. Patches more than 20 feet in length, including half-lane patches, shall be tied to the adjacent pavement, portland cement concrete shoulders, and curb and gutter with No. 6 transverse epoxy coated tie bars, 24 inch long, embedded 8 inch at 36 inch centers according to Article 420.05(b).

Patch reinforcement (longitudinal) shall be tied to No. 6 epoxy coated tie bars, 32 inch long drilled and grouted 8 inch into existing pavement at a spacing that matches that of the existing pavement reinforcement.

The Contractor shall tie the steel together, using at least two secure ties for each lap splice according to Article 508.08(a)(1).

Reinforcement steel shall be placed and supported on chairs according to Article 508.06, and the placement tolerance for individual reinforcement bars shall be  $\pm 1$  inch horizontally and vertically.

When the existing reinforcement is welded wire reinforcement, the longitudinal reinforcement bars shall be the same size and spacing as the existing longitudinal reinforcement.

Revise the sixth paragraph of Article 442.06(a)(2) of the Standard Specifications to read:

“Patches more than 20 feet in length shall be tied to the adjacent lane of pavement, portland cement concrete shoulders, and curb and gutter with No. 6 tie bars, 24 inch long, embedded 8 inch at 36 inch centers according to Article 420.05(b).”

Add the following sentence to the first paragraph of Article 442.06(d):

The patch material shall match the elevation of the existing concrete pavement or hot-mix asphalt surface.

**PERMANENT SURVEY MARKERS, TYPE I**  
(Effective July 1, 1990; Revised January 1, 2007)

Survey markers shall be installed according to Highway Standard 667101, except that the tablet shall be bronze instead of aluminum.

When a survey marker is used to reference a land survey point, the lettering referring to the State of Illinois and the Division of Highways shall be omitted and the marker shall be marked as directed by the Engineer.

**FRAMES AND LIDS TO BE ADJUSTED (SPECIAL) AND WATER VALVES TO BE ADJUSTED, SPECIAL**  
(Effective June 1, 2012)

Description. This work shall consist of adjusting frames and lids and water valves. This work shall be done according to the applicable portions of Section 603 of the Standard Specifications and the following.

Construction Requirements. Prior to the milling operation, the Contractor shall remove all frames and lids of manholes and water valves. After removal, the Contractor shall place a suitable metal plate over the manhole and water valve locations and backfill the area with a temporary hot-mix or cold-mix asphalt mixture. The Contractor shall then complete the milling and placement of all HMA lifts except surface course.

Prior to placing the surface course, the Contractor shall reinstall the frames and lids and water valves and adjust them to the finished pavement elevation.

The excavated area around the manholes and water valves shall be filled with Class PP-1 or PP-2 concrete.

Basis of Payment. This work will be paid at the contract unit price each for FRAMES AND LIDS TO BE ADJUSTED (SPECIAL) and WATER VALVES TO BE ADJUSTED, SPECIAL.

**TRAFFIC CONTROL IN THE VICINITY OF A RAILROAD GRADE CROSSING**  
(Effective August 4, 2017)

In accordance with Chapter 8 of the Manual on Uniform Traffic Control Devices (MUTCD):

When a grade crossing exists either within or in the vicinity of a temporary traffic control zone, lane restrictions, flagging (see Chapter 6E of the MUTCD), or other operations shall not be performed in a manner that would cause highway vehicles to stop on the railroad or LRT tracks, unless a flagger or uniformed law enforcement officer is provided at the grade crossing to minimize the possibility of highway vehicles stopping on the tracks, even if automatic warning devices are in place.

See Figure 6H-46 and associated notes of the MUTCD regarding the temporary traffic control in the vicinity of the railroad grade crossing.

Basis of Payment. The cost of the additional flagger and any additional signs, if necessary, will not be paid for separately, but shall be included in the cost of associated traffic control items.

**MAXIMUM DROP-OFFS BETWEEN ADJACENT LANES**  
(Effective December 14, 2009, Revised July 31, 2020)

When the Contractor's operations cause a difference in elevation greater than 1.5 in. (38 mm) for a vertical milled face, or 2 in (50mm) for a lift of HMA resurfacing between adjacent lanes, the lane shall remain closed. The Contractor shall adjust his milling and paving operations so that all traffic lanes are open at the end of each work day.

To meet the above requirement, the Contractor shall

Place the binder lift immediately following the milling operation before opening the lane to traffic or

Place a temporary wedge after the milling operations (minimum 1V:3H slope) or

Mill a sloped wedge between lanes (minimum 1V:3H slope).

When the difference in elevation between adjacent open traffic lanes is greater than 1 in. (25 mm) and less than or equal to 1.5 in. (38 mm) for a vertical milled face or 2 in (50mm) for a HMA lift, "UNEVEN LANES" signs (W8-11(FO)) shall be erected at 1 mile (1.6 km) intervals.

The above requirements were developed based on IDOT Safety Engineering Policy Memorandum 4-15. Any changes to the proposed lift thicknesses, milling depths or sequence of operations that change drop-offs at the centerline or edge of pavement must follow this policy and be approved by the Engineer.

This work will not be paid for separately, but shall be included in the cost of the applicable traffic control items.

### **TEMPORARY INFORMATION SIGNING**

(Effective September 24, 2013; Revised July 31, 2020)

Description. This work shall consist of the furnishing, installation, maintenance, and removal of temporary information signs.

Materials. Materials shall be according to the applicable portions of Section 701 of the Standard Specifications and as shown on the plans.

Construction Requirements. The temporary information signs shall be in place at least one week prior to the beginning of construction activities that impact traffic flow and shall remain in place until the completion of the project. If all lanes are open for an extended period of time during the project, the Contractor shall cover the signs until lane closures resume. If the project is shut down for the winter, the signs shall read "Road Work Resumes Spring XXXX."

Signs shall be installed according to the requirements of Section 701.

Method of Measurement. This work will be measured for payment in square feet in place. The auxiliary sign panel will not be measured for payment.

Basis of Payment. This work will be paid for at the contract unit price per square foot for TEMPORARY INFORMATION SIGNING.

**RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)**  
 (Effective December 1, 1986; Revised January 1, 2022)

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

**Special Union Pacific Railroad requirements as follows:**

**1. Contractor’s Commercial General Liability Insurance shall carry the following endorsements:**

**A. The employee and workers compensation related exclusions in the above policy apply only to contractor’s employees.**

**B. The exclusion for railroads (except where the job site is more than 50’ from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings) and explosion, collapse, and underground hazard shall be removed.**

**C. Waiver of subrogation.**

**2. Railroad Protective Liability Insurance can be obtained at the following [www.uprr.com/reus/rrinsure/insurovr.shtml](http://www.uprr.com/reus/rrinsure/insurovr.shtml)**

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Union Pacific Railroad Company 1400 Douglas Street Omaha, NE 68179-1870	6 Amtrak per day at 90 MPH	6 Intermodals Per Day at 60 MPH 2 Freights Per Day at 60 MPH
Class 1 RR (Y or N): Y DOT/AAR No.: 290 756 Y RR Division: Mid America	RR Mile Post: 91.90 RR Sub-Division: Joliet	
For Freight/Passenger Information Contact: Chris Keckeisen or <a href="mailto:CTKECKEI@UP.COM">CTKECKEI@UP.COM</a>		Phone: (402) 544-5131
For Insurance Information Contact: Donna McLaughlin Or <a href="mailto:donna.mclaughlin@marsh.com">donna.mclaughlin@marsh.com</a>		Phone: (816) 556-4226

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

**RIGHT OF ENTRY TO UNION PACIFIC RAILROAD PROPERTY, CONTRACT 66E53,  
DOT/AAR NO. 290 756 Y**

It is the Contractor's responsibility to become familiar with and to follow all requirements described in Section 107 of the Standard Specifications, titled Legal Regulations and Responsibility to the Public.

The Contractor shall confer with the Railroad Engineer and shall procure and pay all fees for required railroad permits and licenses in accordance with Article 107.04 of the Standard Specifications. These fees will not be reimbursed by the Department and will be included in the cost of other applicable pay items in the contract. The Union Pacific Railroad contact person is Mr., Chris Keckeisen, Manager – Engineering Design - Public Projects (402) 544-5131 or [CTKECKEI@UP.COM](mailto:CTKECKEI@UP.COM). The Right of Entry Application can be found on the Union Pacific Railroad's website at [https://www.up.com/real\\_estate/tempuse/procedures/index.htm](https://www.up.com/real_estate/tempuse/procedures/index.htm). The cost for the Right of Entry Permit is \$1,045 but this number is subject to change. Also, there will be a licensee fee in addition to the Right of Entry fee. The Contractor should confirm the costs with the Union Pacific Railroad at the time of bid. No compensation will be made for changes to the cost of application fees between time of bid and time of construction.

The Contractor shall confer with the Railroad Engineer relative to railroad requirements for clearances, operation, and general safety regulation in accordance with Article 107.12 of the Standards Specifications. For all railroad-highway work as indicated in the contract proposal, the Contractor shall obtain Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications and as specified elsewhere in the Specials. The cost for providing insurance, as noted elsewhere, will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

The services of railroad flaggers will be required when the Contractor's operations will encroach on the Railroad's right-of-way or come within 25' of the tracks. The Contractor shall pay for the cost of providing railroad flaggers and be reimbursed for applicable charges in accordance with Articles 107.12 and 109.05. The railroad flagger contact person is Mr. Greg Patten , (573) 330-6109 or [gepatten@up.com](mailto:gepatten@up.com). A minimum of 72 hours' notice is requested.

If for any reason the department approves the contractor's request to not complete the work on railroad property as outlined in the plans and the special provisions, the district will authorize and assess a deduction equal to the sum of the amount of the right of entry fee as specified in this special provision plus the amount the contractor paid for the RRPLI or the contract cost of the pay item for RRPLI, whichever is greater, on future payments due to the contractor.

**HOT – MIX ASPHALT SURFACE REMOVAL AT THE IL 116 – UNION PACIFIC RAILROAD GRADE CROSSING, DOT/AAR NO. 290 756 Y**

This work shall be performed in accordance to the applicable portions of Section 440 of the Standard Specifications and the following additional requirements.

The HMA surface removal shall abut either side of the existing precast concrete grade crossing as detailed in the plans. The HMA Surface Removal shall be performed in a manner such that the existing precast concrete grade crossing shall not be damaged by the Contractor's operations. If such damage occurs, the existing precast concrete grade crossing shall be replaced to the satisfaction of the Engineer and or Railroad Representative at the Contractor's expense.

The contractor will be required to coordinate the milling operations with the Union Pacific Railroad (UP) Signal Team in addition to the railroad flagger. There are detector loops in the pavement adjacent to the grade crossing for the railroad's 4 quadrant gate system. After the milling operations, the UP will replace the detector loops that will more than likely be damaged during the milling operations. Please contact Ms. Catherine Antonio, UP Manager of Signal Maintenance at (402) 658-8322 or [cfantoni@up.com](mailto:cfantoni@up.com) at least 72 hours prior to any milling operations at the subject grade crossing. The notification requirement to the UP Signal Team and any delays in the installation of the detector loops will not be paid for separately.

This work will be paid for at the contract unit price per square yard for 3.5" HMA SURFACE REMOVAL

**MODIFY EXISTING CONTROLLER AND CABINET**

In addition to the requirements of Section 895 of the Standard Specifications for road and bridge construction adopted April 1, 2016, this pay item shall include modifying the existing controller and cabinet to include all items needed to install a Video Vehicle Detection System and Remote-Controlled Video System.

Modify Existing Controller and Cabinet shall also include installing the latest version of the traffic signal controller with ethernet and USB port, Malfunction Management Unit (MMU) and Uninterruptible Power Supply(UPS) including inverter with batteries that are compatible with the Video Vehicle Detection System. This item also includes installing any other equipment and rewiring anything in the cabinet needed to have the Video Vehicle Detection System, the Remote-Controlled Video System, and pedestrian push buttons work properly. This item will also include removing all unnecessary equipment in the traffic signal cabinet. The controller, conflict monitor, Malfunction Management Unit, UPS inverter with batteries, Alpha Guard and loop detector amplifiers with rack shall be given to the traffic signal inspector. The contractor shall detach the detector loops and coil the loops properly. Also, the contractor shall remove the detector loop harnesses. All other work inside the cabinet necessary for correct operation for the traffic signal equipment shall be included in this pay item. New cabinet drawings shall be needed as directed by the Engineer.

Basis of payment. This item will be paid for at the contract unit price each for MODIFY EXISTING CONTROLLER AND CABINET, which price shall include payment in full for all labor and material necessary to perform the work.

## **VIDEO VEHICLE DETECTION SYSTEM**

This specification sets forth the minimum requirements for a video detection system that shall detect an advanced vehicle on a roadway by processing video images, and that provides vehicle presence, traffic flow data, event alarms, and full-motion video for real-time traffic control and management systems. This system shall be furnished and installed into the existing controller cabinet.

The Video Vehicle Detection System shall be used at the traffic signal at the intersection of IL 47 and Northbrook in Village of Dwight Illinois. The Video Vehicle Detection System shall be the latest version of the industry standards and shall take the place of the existing detector loops. The Video Vehicle Detection System shall have a 10-year paid cellular service plan or any other 10-year paid reliable interconnectivity service plan which would be used for cellular or interconnectivity data. The Illinois Department of Transportation (IDOT) shall not have to pay for any cellular or any other 10-year paid reliable interconnectivity service plans or data until after the end of the 10-year plan. The plan should have unlimited data, roaming charges, and minutes for all incoming and outgoing connections. The 10-year paid cellular or any other 10-year paid reliable interconnectivity service plan shall also have unlimited and uninterrupted streaming video capabilities. This cellular or any other 10-year paid reliable interconnectivity service data plan shall also include unlimited hotspot service for the area covering the State of Illinois. This cellular or any other 10-year paid reliable interconnectivity service plan should be the same plan as the Remote-Controlled Video System cellular or any other 10-year paid reliable interconnectivity plan.

The start date of the paid cellular service plan shall not begin until the Video Vehicle Detection System is approved by the Resident Engineer.

After the new system is up and running, the Video Vehicle Detection System shall include removing all existing detector wire from handhole, conduit, poles, and controllers due to installation of new cameras. Before removal, the contractor shall inform the City Engineer and District 3 Bureau of Operations, Traffic Signal Section.

The Video Vehicle Detection system also includes removing all detector harnesses, detector amplifier racks, amplifier detector loop panels and any other detector loop items inside controller cabinet. The amplifiers shall remain the property of the State of Illinois and the remaining detector loop items and wires shall be disposed of as outlined in the specification book.

The Video Vehicle Detection System shall include removing the existing nonfunctional handholes which are the ones that have existing detector loop cables only. The removal of existing handholes shall be according to section 895 of the Standard Specifications for Road Construction.

The contractor shall provide two (2) days of training by a factory representative on the software for up to ten (10) people.

The Video Vehicle Detection System shall provide remote access to nine (9) tablets, nine (9) laptops, and three (3) desktops at the IDOT District 3 office in Ottawa, Illinois. All devices shall have access to all video cameras to be able to watch or change detector zone placement, type, and size at all intersecting legs.

The Video Vehicle Detection System shall be capable of communicating with the Centrac's Advance Traffic Management System and the Tactic's Advance Traffic Management System.

The Video Detection System shall work wirelessly to the new controller placed inside the new traffic signal cabinet.

In addition to the requirements of Section 895 of the Standard Specifications for road and bridge construction adopted January 1, 2022, this pay item shall include modifying the existing controller and cabinet to include all items needed to install Video Vehicle Detection System. This item includes installing any other equipment and rewiring anything in the cabinet needed to have the Video Vehicle Detection System work properly. All other work inside the cabinet necessary for correct operation for the traffic signal equipment shall be included in this pay item. New cabinet drawings and new phase diagram sticker shall be needed as directed by the Engineer.

The video camera shall provide real life pictures of the roadway and vehicles.

The manufacturer shall recommend the height and location of the video camera so the proper detection zones will detect and monitor all legs from ten (10) feet in front of the stop bar until 600 feet in advance of the stop bar. The Video Vehicle Detection System shall use as many cameras as needed to provide and monitor the proper detection for all legs. The video camera or cameras shall either be mounted on the luminaire arm, the mast arm, or a six (6) foot extension on the mast arm.

The Video Detection System shall include a monitor (minimum size of 12" by 12") with mouse and keyboard inside the cabinet so the maintainer can monitor the detector loops in each direction. Make sure the traffic signal cabinet is big enough to provide comfortable room for the monitor.

The complete system shall also include an 18 AWG 3 conductor unshielded 600V cable. The video detection system shall also include a 6-foot video detection pipe extension mounted on all mast arms to withstand 100 mph wind. See plan drawings on traffic signal plan sheets at Illinois 38 with Seventh and Tenth Street.

**System Hardware.** The video detection system shall be comprised of two major hardware components: a video sensor and a communications interface panel. An optional wired input/output card shall be available for certain cabinet types.

**Video Sensor.** The video detection system shall include a video sensor that integrates a high-definition (HD) camera with an embedded processor for analyzing the video and performing detection.

Camera and Processor.

- The camera shall be a color CMOS imaging array.
- The camera shall have HD resolution of at least 720p (1280x720 pixels).
- The camera shall include a minimum 10X optical zoom.
  - It shall be possible to zoom the lens as required to satisfy across-the-intersection detection objectives, including stop line and advance detection.
  - It shall be possible to zoom the lens remotely from the TMC for temporary traffic surveillance operations or to inspect the cleanliness of the faceplate.
- The camera shall have direct, real-time iris and shutter speed control by the integrated processor.
- The processor shall support H.264 video compression for streaming output.

Video Sensor Enclosure Assembly.

- The camera and processor shall be housed in a sealed IP-67 enclosure.
  - The faceplate of the enclosure shall be glass and shall have hydrophilic coating on the exterior surface to reduce debris accumulation and maintenance.
  - The faceplate shall have a thermostatically-controlled indium tin oxide (ITO) heater applied directly on the interior surface to keep the faceplate clear of condensation, snow, ice, and frost.
- An adjustable aluminum visor shall shield the faceplate from the sun and extraneous light sources.
- An integral aiming sight shall assist in aiming the camera for the detection objectives.
- A removable rear cap and cable strain relief shall seal the power connection.
  - The rear cap shall be tethered to the enclosure to avoid dropping the cap during installation.
  - The rear cap shall be fastened to the body of the video sensor with a single, captive bolt.
- The rear cap and enclosure shall include Gore breathers to equalize internal and external pressure while preventing moisture from entering the camera.
- The sensor shall be self-supporting on the manufacturer's mounting brackets for easier fastening during installation.
  - It shall be possible to rotate the field-of-view 360° without changing the angle of the visor.

#### Power and Communications.

- Power and communications for the video sensor shall be carried over a single three-conductor cable.
  - Termination of the three-conductor cable shall be inside the rear cap of the enclosure on a three-position, removable Phoenix terminal block. Each conductor shall be attached to the Phoenix plug via a screw connection.
- The video sensor shall operate normally over an input voltage range of 89 to 265 VAC at 50 or 60 Hz.
- Power consumption shall be no more than 16 watts typical.
- No supplemental surge suppression shall be required outside the cabinet.
- All communications to the video sensor shall be broadband-over-power via the same three-conductor cable that powers the unit. Coaxial cable shall not be required.

**Communications Interface Panel.** The video detection system shall include an interface panel in the traffic cabinet that manages communications between the video sensors, the traffic management center, a maintenance technician, and the traffic cabinet itself.

#### Video Sensor Connection.

- The communications interface panel shall provide connection points for four video sensors.
  - Each sensor connection shall be a 3-pole terminal block, which supplies power and broadband-over-power communications to the sensor.
  - The broadband-over-power communications shall provide a throughput of 70 to 90 Mbps.
  - The broadband-over-power connection shall support at least 1,000 feet of cabling to the video sensor.
  - Each video sensor connection shall include a power switch.
  - There shall be an LED for each video sensor to indicate the state of the power to the sensor and an LED for each video sensor to indicate the status of communications.

- Each video sensor connection shall contain a resettable fuse.
- Each video sensor connection shall provide high-energy transient protection.

#### Traffic Management Center (TMC) Communications.

- An Ethernet port shall be provided to connect to a remote Traffic Management Center (TMC).
  - The TMC connection shall support 10/100/1000 Mbps Ethernet communication.
  - The communications interface panel shall proxy all network requests that arrive on the TMC connection to avoid unwanted network traffic from reaching the broadband-over-power network between the communications interface panel and the video sensors.
  - All communications to the video detection system through the TMC connection shall be to a single IP address.
  - The system shall be able to provide Full HD quality video through its WAN port for use in streaming video back to the TMC or any remote location.

#### Local User Communications.

- A wired Ethernet port shall be provided to connect the technician at the cabinet to the video detection system for setup and maintenance purposes.
  - The maintenance port shall support 10/100/1000 Mbps Ethernet communication.
  - All communications to the video detection system through the maintenance port shall be to a single IP address.
  - The maintenance port shall support DHCP to automatically assign an IP address to the user's computer.
- An 802.11g Wi-Fi access point shall allow wireless connection to the video detection system at the cabinet for setup and maintenance purposes.
  - All communications to the video detection system through the Wi-Fi access point shall be to a single IP Address.
  - The Wi-Fi access point shall support DHCP to automatically assign an IP Address to the user's computer.
  - The Wi-Fi access point shall include a dipole, omnidirectional antenna.
  - A momentary pushbutton shall allow the user to turn the Wi-Fi access point on or off.
  - The Wi-Fi access point shall turn itself off automatically after a period of inactivity from connected devices.
  - An LED shall indicate when the Wi-Fi access point is enabled.
  - The Wi-Fi access point shall operate simultaneously with the wired maintenance port and with the TMC connection.
  - The WiFi access point shall require a password for connection by a user's computer. The default password shall be changeable.

Traffic Controller Connection. The communications interface panel shall provide one (1) connection to communicate to the traffic controller through the cabinet.

- The traffic controller connection shall support a TS2 Type 1 compatible SDLC interface.
  - The traffic controller connector shall be a 15-pin female metal shell D sub-miniature type connector to support a standard NEMA TS2 or TEES SDLC cable.
  - The traffic controller connection shall support a protocol interface to SDLC-capable traffic controllers (NEMA or TEES).

- The traffic controller connection shall support the NEMA TS2 SDLC protocol to include up to 64 detector outputs and 32 inputs.
- The traffic controller connection shall be able to connect to a wired input/output card, which supports wired I/O in cabinets without a SDLC-capable controller.
  - The wired I/O data communications link shall support at least 24 outputs and 16 inputs.
- It shall be possible to connect and use both SDLC communications and communication to the wired input/output card simultaneously.

#### USB Ports.

- The communications interface panel shall include two USB 2.0 ports.
  - If a communications interface panel fails to start and run due to a software or operating system failure, it shall be possible to reinstall all system and application software from a USB memory stick without necessitating removal of the communications interface panel from the cabinet.
  - Video recording of up to 2 cameras simultaneously shall commence automatically when an appropriately configured USB memory stick is installed in either USB port.

#### Power.

- The communications interface panel shall accept input voltage in the range of 89-265 VAC, 50/60 Hz power from the transient-protected side of the cabinet.
- The communications interface panel shall be protected by two slow blow fuses. Spares shall be attached to the panel.

**Wired Input/Output Card.** The video detection system shall support an optional wired input/output card that communicates with the communications interface panel for real-time detection states and other I/O to the traffic controller. The card may reside in a standard detector rack or shelf-mount enclosure with power module.

The optional wired input/output card shall comply with the form factor and electrical characteristics to plug directly into a NEMA type C or D detector rack or Caltrans TEES Input File.

- The card shall occupy two slots of the detector rack.
- The card shall provide four detector outputs on its rear-edge connector.
- A front connector shall provide communication to the communications interface panel.
- A front connector shall allow 16 inputs and 24 contact-closure detector outputs for wiring into the cabinet.
  - A front panel LED for each of the 16 inputs and 24 outputs shall indicate the state of the input or output.
- The wired input/output card shall support optional expansion cards in other slots. Each expansion card shall support 4 outputs to the back edge of the card.
- The wired input/output card shall support optional harnesses for connection to Input Files or C1, C4, C11, and C12 ports to support Type 170 or Type 2070 controllers.

**System Software.** The video detection system shall include management software for configuration, monitoring and data collection purposes.

### **Management Software.**

- Management software shall be a Windows-based application.
  - The software shall be compatible with latest Windows operating systems (OS).
  - The software shall communicate with the video detection system via Ethernet.
- The management software shall automatically determine all video sensors and communications interface panels available on the local network and populate a list of all devices.
- The management software shall provide a means to add video sensors and communications interface panels on routed networks by the communications panel's WAN IP address.
- The management software shall provide the user a means to name individual video sensors and communications interface panels.
- The management software shall provide a means for the user to zoom the camera optics while viewing a live video stream.
- The management software shall provide a means for the user to easily calibrate distances in the field of view so as to create a 3-dimensional mapping of the complete field of view.
- The management software shall provide the user a means to create 4-sided detection zones in the field of view using either a still snapshot or live video.
  - The management software will overlay an outline of each detection zone over the background image.
  - It shall be possible for the user to place detection zones anywhere in the field of view for stop line detection and/or advance detection.
  - It shall be possible for the user to set the desired color of both the "on" and "off" states of the overlay for individual detection zones.
  - It shall be possible for the user to alter the size and shape of any previously created zone.
    - It shall be possible for the user to click and drag any of the 4 sides of a zone and the system will automatically scale the length of the side consistent with the 3-dimensional field of view.
    - It shall be possible for the user to move an entire zone without automatic rescaling.
  - It shall be possible for the user to create a new zone by selecting an existing zone and duplicating it on either the left or right side or specifying a new zone behind (for advance) with a specific length and distance back from selected zone.
  - It shall be possible for the user to easily rotate a zone by selecting any of its four corners and dragging to rotate it.
  - It shall be possible to easily flip the zone direction 180 degrees from its current orientation.
  - It shall be possible for the user to name each zone uniquely.
  - It shall be possible for the user to assign each zone to detect vehicles, to detect bicycles, or to detect both, and to specify different outputs for each type.
  - It shall be possible for the user to specify the output of a zone as a presence, pulse, or snappy type output (presence during red and pulse during green signal phase state).
    - The pulse output shall be usable for both approaching and receding traffic.
    - The pulse output shall have a user programmable duration from 100 to 400 ms.
  - It shall be possible for a zone to have multiple output types (presence, pulse, snappy) on separate output channels.
  - It shall be possible for the user to tie the presence outputs of multiple zones as well as signal phase state together with AND/OR Boolean logic.

- It shall be possible for the user to assign the same output to multiple zones such that the output will be on if any of the zones are detecting a vehicle or bicycle.
- It shall be possible for the user to assign a single zone to more than one output such that if a vehicle or bicycle is detected, all the assigned outputs shall be turned on.
- The management software shall be capable of creating at least 99 detection zones per video sensor.
- It shall be possible for the management software to retrieve all configuration parameters from video sensors or communications interface panels.
  - It shall be possible for the user to save all the settings for a video sensor or a communications interface panel to a laptop file.
  - The management software shall provide a means to read or import all the settings from a previously saved configuration file for a video sensor or a communications interface panel.
- The management software shall be able to download a new version of the application software into a communications interface panel and its attached video sensors.
- The management software shall provide a screen to monitor operation of a video sensor.
  - The monitoring screen shall include a live video stream from the video sensor with at least HD 1280x720 pixel resolution.
  - The monitoring screen shall show indications of detection in real time by changing the color of the detection zone.
  - It shall be possible for the user to configure different indications for vehicle detections vs. bicycle detections when both are configured for the same zone.
  - The monitoring screen shall include the following optional, configurable objects. It shall be possible for the user to size and position them anywhere on the screen and to change the color and size of text.
    - An indication of when either a zone or an output is on or off, along with a user-configurable name for that indicator, applicable to any zone or output type.
    - The current time in the video sensor.
    - A user-configurable title or name.
    - The version number of the video sensor software.
    - Configurable text as defined by the user.
  - Undo/Redo functions shall be available for operations during detection zone setup and programming.
  - It shall be possible for the user to turn the overlay graphics on or off with a single setting.
- The management software shall provide a screen to monitor operation of the intersection with a quad-view video stream from the communications interface panel.
  - The quad-view video stream shall have a resolution of at least HD 1280x720 pixels, where each of the sensor videos comprising the quad-view shall be at least 640x360 pixels.
  - It shall be possible for the user to configure the order that the sensor videos appear in the quad-view.
  - The real-time quad-view video stream shall be capable of displaying the overlay graphics for all four sensors simultaneously.
- While monitoring the video of a single video sensor or of the quad-view, it shall be possible for the user to request a "snapshot" or single-frame image to save to a named file on a laptop.
- While monitoring the video of a single video sensor or of the quad-view, it shall be possible for the user to record a period of the video to save to a named file on a laptop.

**System Functionality.** The video detection system shall provide the following features and functionality.

**Detection Performance.**

- The video detection system shall detect the presence of vehicles in defined zones and turn on the assigned output when the vehicle is present in the zone.
  - Stop Line Detection
    - For detection zones placed at the stop line, the probability of not detecting the presence of a vehicle shall be 1% or less when aggregated over a 24-hour period when the video sensor is installed and configured properly.
    - For detection zones placed at the stop line, the probability of falsely detecting a vehicle that is not present shall be 3% or less when aggregated over a 24-hour period when the video sensor is installed and configured properly.
  - Advance Detection
    - It shall be possible to place advance detector zones such that the farthest point of the zone is up to 600 feet from stop bar. Advance detector zone placement shall include 2-3 car lengths of field-of-view beyond the farthest point of the zone.
  - Receding Zones
    - The video detection system shall be capable of detecting receding vehicles in day or night conditions when the video sensor is installed and configured properly.
- To ensure statistical significance for the above detection performance specifications, the data shall be collected over 24-hour time intervals (so as to avoid a single lighting condition) and will contain a minimum of one hundred (100) vehicles per lane. The calculations of detection performance will not include turning movements where vehicles do not pass through the detectors, vehicle lane-change anomalies, or where they stop short or stop beyond the combined detection zones.

**Failsafe Mode.**

- The video detection system shall provide three (3) failsafe options during optical contrast loss. The default shall be maximum recall. The end-user may also choose to use minimum recall or fixed recall in which a user-defined number of seconds may be implemented to hold call during green.
- The video sensor shall continuously monitor the overall contrast in the video. If the overall contrast falls below a preset level (such as caused by dirty faceplate, severe glare, extreme fog, or temporary ice/snow on the faceplate), the sensor shall enable the chosen failsafe mode. When sufficient contrast is restored in the video, the sensor will exit the failsafe mode.
- The communications interface panel shall continuously monitor the connectivity status of the attached video sensors. If any video sensor goes offline due to either electrical failure or internal software failure, the communications interface panel shall enable the failsafe mode for that video sensor. If the video sensor comes back online, failsafe mode shall end.

**Data Collection.**

- The video detection system shall automatically collect and store traffic flow data in non-volatile memory for later retrieval and analysis. No additional hardware or software shall be necessary. Data functionality shall include the following:
  - Data shall be collected automatically for all zones created by the user once the learn period is complete and normal detection is active. No further setup shall be required.

- Vehicle counts per zone.
- Vehicle turning movements independent of zone.
- Vehicle average speeds.
- Vehicle lengths.
- Detection statistics with the on/off timestamps when zones were activated.
- Detection actuation statistics for whether a zone was triggered by a vehicle or a bicycle.
- The management software shall be able to retrieve collected data over a specified period of . time or for all currently stored data and save into a standard CSV file.
- The sensor hardware shall include up to 8GB of memory storage capacity for data collection.
- Data Download Types
  - Options shall be provided for downloaded data in the form of a .csv file for Raw data, Binned data, Detections and Zone Status as defined below:
    - Raw Data - Includes time stamped Zone statistics for vehicle or bike actuations and average speed as well as time stamped Exiting Vehicle Statistics which include volume, turning movement direction, speed and length for vehicles exiting each zone.
    - Binned Data - Pre-binned data with bin time set by the user down to as little as 1 minute. Data shall include volume, occupancy, turning movement counts and speed for vehicles for each zone.
    - Detections - Date/time stamped data regarding vehicles exiting zones including type of object (vehicle or bike), speed, length and direction of movement (through, left, right).
    - Zone Status – Date/Time stamped indications of whether a vehicle or bicycle actuated a zone and the average speed of all objects in the zone.
  - Remote Data Interface
    - Data including counts, turning movements, speed and length, as well as zone names, sensor status, and video snapshots shall be available to remote systems via remote communication to the system using an Applications Programming Interface (API). This API shall consist of a set of GET commands embedded in HTTP protocol. The resulting data returned shall be in JSON format.

### **Operations Log.**

- The communications interface panel and each video sensor shall maintain a time-stamped operations log of routine and special events in non-volatile memory for later retrieval and analysis.

### **Time Synchronization.**

- The video detection system and management software shall provide three methods to synchronize the time of day clocks in the communication interface panel and the video sensors, as follows:
  - Manual time synchronization operation by the user, which sets the time to the current time on the laptop where the management software is running.
  - A configuration setting to allow the communications interface panel to automatically obtain time from the NEMA TS2 protocol on the SDLC channel and broadcast it to the video sensors.
  - A configuration setting to allow the communications interface panel to automatically obtain time from up to five Network Time Protocol (NTP) sources and broadcast it to the video sensors.

**Video Streaming.**

- In addition to the ability to view video streams in the management software, it shall be possible to view video from individual sensors or to view the quad-view from the communications interface panel using a third-party video player application on a Microsoft Surface Laptop 4 or equivalent, smartphone or laptop computer.
- Video bitrate is user-definable between 100 Kbps-5000 Kbps. The default shall be 2048 Kbps. All bitrates shall provide 30 fps.

**Installation and Setup.** The video detection system hardware shall be designed for flexible, fast and easy installation and setup.

It shall be possible to mount the video sensor on an intersection pole, mast arm, or luminaire arm.

No special tools or extra equipment, other than a laptop for configuration, will be required.

Once all hardware is installed, connected and functional, it shall be possible to configure the video detection system for a typical 4-approach, 8-phase intersection in 15 minutes or less.

**Warranty, Service, and Support**

The video detection system shall be provided with the following warranty, service, and support options.

**Warranty.**

- The manufacturer shall warrant the video detection system and three (3) devices for a minimum of ten (10) years, along with ten (10) years of software maintenance and upgrades.

**Service.**

- Ongoing software support by the manufacturer will include software updates of the video sensor, communications interface panel, and management software. These updates will be provided free of charge during the warranty period. The manufacturer will maintain a program for technical support and software updates following expiration of the warranty period. This program will be available to the contracting agency in the form of a separate agreement for continuing support.

**Support.**

- A quick-start guide, installation guide, application notes, and other materials shall be available from the manufacturer to assist in product installation and setup for various applications. In addition, training online or in person shall be available.
- Training shall be available to personnel of the contracting agency in application design, operation, setup, and maintenance of the video detection system.
- Manufacturer shall provide a tech support website, support email address and a 1-800 number for technical support.

**Basis of Payment.** This work will be paid for at the contract unit price EACH for VIDEO VEHICLE DETECTION SYSTEM, which price shall be payment in full for all labor and materials for all items described above for VIDEO VEHICLE DETECTION SYSTEM.

## **PERMANENT TRAFFIC SIGNAL TIMING**

Description. This work shall consist of developing and implementing appropriate traffic signal timings for the intersection of IL 113 and Berta Road at the traffic signal turn-on.

All timings and adjustments necessary for this work shall be performed by an approved Consultant who has previous experience in optimizing Closed Loop Traffic Signal Systems for IDOT District 3. The Contractor shall contact the Traffic Signal Engineer for a listing of approved Consultants.

The following tasks are associated with PERMANENT TRAFFIC SIGNAL TIMING:

- a) The Consultant shall conduct on-site implementation of the traffic signal timings for the traffic signal turn-on.
- b) The Consultant shall be responsible for making fine-tuning adjustments to the timings in the field to alleviate observed adverse operating conditions and to enhance operations.
- c) The Consultant needs to calculate and implement new pedestrian, yellow, and red clearances according to the MUTCD and District 3 policies. The Consultant shall provide clearance calculations for the Traffic Signal Engineer to review.
- d) The Consultant shall “zero out” all density times.
- e) The Consultant shall confirm all detection is “non-locking.”

Basis of Payment. The work shall be paid for at the contract unit price Each for PERMANENT TRAFFIC SIGNAL TIMING which price shall be payment in full for performing all work described herein per intersection.

## **REMOTE-CONTROLLED VIDEO SYSTEM**

Description. This work shall consist of furnishing and installing a Remote-Controlled Video System as specified herein.

- a) The Remote-Controlled Video System shall be installed in the proposed traffic control cabinet at the intersection of IL and XXXX as shown on the plan details. The cellular or any other reliable interconnectivity router shall provide secure internet connectivity for the video cameras, controller, MMU (conflict monitor), UPS, and all other devices in the new controller cabinet.

This cellular or any other reliable interconnectivity service data plan shall also include unlimited hotspot service for the area covering the State of Illinois.

The Remote-Controlled Video System shall include two (2) PTZ cameras and shall be mounted on a mast arm with the extension bracket if needed, using the manufacturer's guidelines. The two (2) PTZ cameras shall have great visibility for all 4 directions including all signal heads except near rights and the traffic signal cabinet.

- b) The Remote-Controlled Video System shall be downloaded and given access to nine (9) tablets, nine (9) laptops, and three (3) desktops controlled at the IDOT, District 3 office in Ottawa, Illinois. These devices shall have access to all video cameras and be able to watch all intersecting legs and a separate PTZ cameras in real time, with real-life pictures of the roadway, vehicles, and signal controller cabinet. The Remote-Controlled Video System shall view all District 3 existing and proposed PTZ cameras in one window on each device.
- c) The Remote-Controlled Video System shall be run on a cellular or any other reliable interconnectivity based communication system and be able to monitor active signal timing and data, red flash, open/closed cabinet door, along with the battery backup alarms during power failure from the district three devices. The Remote-Controlled Video System shall also provide detector information and the most current timing software, so the State of Illinois has the ability to change timings in the controller from any District 3 devices. All alert alarms shall be automatically emailed to three (3) District 3 personnel as specified and all major alert alarms shall be texted to three (3) District 3 personnel. Ten (10) District 3 personnel shall have the ability to change text or email alerts by themselves when needed at any time.
- d) The Remote-Controlled Video System shall have a ten (10) year warranty and a ten (10) year paid cellular or any other 10-year paid reliable interconnectivity service plan which would be used for cellular or any other reliable interconnectivity data for the three (3) tablets, three (3) laptops, and three (3) desktops . The Illinois Department of Transportation shall not have to pay for any cellular or any other reliable interconnectivity service plans or data until after the end of the ten (10) year plan. The plan should have unlimited data, roaming charges, and minutes for all incoming and outgoing connections. The ten (10) year paid cellular or any other 10-year paid reliable interconnectivity service plan shall also have unlimited and uninterruptible streaming video capabilities. The start date of the warranty and paid cellular or any other reliable interconnectivity service plan shall not begin until the Remote-Controlled Video System has been approved by the Engineer.
- e) The Remote-Controlled Video System shall include nine (9) licenses with the latest software which shall be downloaded on nine (9) existing laptops, (9) tablets and (3) desktops. located at the Illinois Department of Transportation in Ottawa, Illinois. The nine (9) licenses shall be used to remotely access all video cameras, controllers, MMU (conflict monitor), UPS, and all other devices in the new controller cabinet at the proposed traffic signal at IL and XXXX.
- f) The Remote-Controlled Video System shall also include three (9) Timing Software licenses which shall be downloaded on the nine (9) existing laptops, (9) tablets and (3) desktops at the Illinois Department of Transportation in Ottawa, IL.
- g) The contractor shall provide two (2) days of training by a factory representative on the software for up to ten (10) District 3 personnel and anyone else they invite. A ten (10) year software maintenance and update shall be provided for all nine (9) Remote-Controlled Video System licenses and for the nine (9) Timing Software licenses. All warranty documentation/procedures and contact information to whom to contact about warranty repairs shall be presented on training day.

Basis of Payment. This work shall be paid at the contract unit price per each for REMOTE-CONTROLLED VIDEO SYSTEM, which price shall be payment in full for all labor and materials for all items described above for the REMOTE-CONTROLLED VIDEO SYSTEM.

## **MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION**

Description - This work shall consist of maintaining an existing traffic signal installation that has been designated to remain in operation during construction.

Procedure - The energy charges for the operation of the traffic signals will be paid for by the Department or the local agency.

At least one week prior to beginning construction within 400 ft (125 m) of the signalized intersection, the Contractor shall conduct a signal inspection with a representative of the agency responsible for the signal maintenance. The signal inspection shall reveal defective existing traffic signal items such as inductive loop detectors, lead-in cable, detector loop, interconnect cable, and so forth, and the Contractor shall not be held responsible for these items. In case the Contractor fails to contact the signal maintaining agency for the signal inspection, the Contractor shall be held responsible for all the signal items remaining defective at the completion of the construction.

The Contractor shall become responsible for the maintenance of the existing signalized intersection at a date mutually agreed upon between the Contractor and the signal maintaining agency representative, but no later than the beginning of construction by the Contractor within 400 ft (125 m) of the intersection. The Contractor's signal maintenance responsibility shall cease upon the issuance of a Signal Acceptance Notice by the Engineer.

Maintenance - The maintenance shall be according to Article 801.11 and the following.

The Contractor shall be responsible for the controller programming to provide for safe and efficient signal operation during construction. The Contractor may seek assistance from the maintaining agency personnel on the appropriate controller settings.

Basis of Payment - This work will be paid for at the contract unit price per each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION. Each intersection will be paid for separately.

## **HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH:**

The removal of the existing hot-mix asphalt specified in the plans shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH, which price shall be payment in full for furnishing all material, labor, and equipment required for this item as specified and to the satisfaction of the Engineer.

## **PREPARATION AND RESTORATION OF SIDEWALK WORK AREAS**

Furnished excavation and earth excavation necessary to complete sidewalk work will not be paid for separately, but it shall be included in the cost of the sidewalk pay items.

The Contractor shall restore the sidewalk work area as specified in Article 104.06 of the Standard Specifications. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded. Restoration items include, but are not limited to, furnished excavation, earth excavation, seeding, sodding, fertilizer nutrients, and erosion control blanket.

## **CLEANING EXISTING DRAINAGE STRUCTURES**

All existing pipe culverts, storm sewers, and box culverts shall be considered as drainage structures insofar as the interpretation of this Special Provision is concerned. When specified for payments, the locations of drainage structures to be cleaned are scheduled in the plans.

This work shall consist of removing and cleaning all silt, soil sediments, rocks, broken concrete, or any other foreign material deposited or accumulated within the specified drainage structures to the satisfaction of the Engineer. The Contractor shall dispose of the material from the culvert to be cleaned according to Article 202.03. All material removed from the storm sewers shall be removed from the site due to environmental coordination requirements.

Method of Measurement. This work will be measured for payments as follow:

- a) Contract Quantities. The requirement for use of contract quantities shall be according to Article 202.07(a) of the Standard Specifications.
- b) Measured Quantities. This work shall be measured for payment per foot.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for STORMSEWER TO BE CLEANED 12", PIPE CULVERT TO BE CLEANED 12", and EARTH EXCAVATION which shall include all labor and equipment necessary to complete the work.

## **INSTALL SIGN PANEL – TYPE 1**

This work shall consist of removing the left turn yield, street signs, and installing new Type 1 sign panels according to Section 720 of the Standard Specifications, complete with hardware and reflectorized sign faces to an exact location specified by the Engineer.

Materials: Except as noted, materials shall be as specified in and meet the applicable requirements of Sections 1090, 1091 and 1092 of the Standard Specifications.

Method of Measurement: Type 1, Type 2 and Type 3 sign panels shall be measured for payment in square feet. The area used for measurement shall be the area of the smallest rectangle that will circumscribe each individual sign panel, except in the case of a triangular sign.

Basis of Payment: This work will be paid for at the contract unit price per square foot for INSTALL SIGN PANEL – TYPE 1(SPECIAL) and REMOVE SIGN PANEL – TYPE 1(SPECIAL)

### **CONCRETE CURB REPAIR**

This work consists of the removal and repair of the existing concrete curb as shown in the plans, in accordance with Sections 440 and 606 of the Standard Specifications for Road and Bridge Construction and as directed by the Engineer.

Existing concrete curb to be repaired under this pay item is broken or otherwise damaged. The replacement curb should match the original configuration / cross section.

This work shall be paid for at the contract unit price per foot for CONCRETE CURB REPAIR, which shall include all removal, disposal, equipment, labor and material required to complete the work.

### **CONSTRUCTION LAYOUT SPECIAL (ADA)**

(Effective January 1, 2022)

This work shall consist of furnishing and placing construction layout stakes for the construction of ADA Ramps shown in the plans. The Contractor shall furnish and place stakes marking the locations and elevations of points indicated in the plans for ADA Ramp Construction. The Contractor shall locate all reference points as shown on the plans and listed herein. Any additional control points required will be identified in the field by the Contractor and all field notes will be kept in the office of the Resident Engineer. The Contractor shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal and vertical controls necessary to secure a correct layout for the work.

Layout stakes shall be set to assure conformance to the ADA Ramp design shown on the plans and shall meet the approval of the Engineer. The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades, and elevations of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset when any are damaged, lost, displaced, removed, or otherwise obliterated.

Responsibility of the Department. The Department will make random checks of the Contractor's staking to determine if the work is in conformance with the plans. When the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment. Where the Contractor, in setting construction stakes, discovers discrepancies, the Department will check to determine their nature and make whatever revisions are necessary to the plans. Any additional re-staking required by the Engineer will be the responsibility of the Contractor. The additional re-staking done by the Contractor will be paid for according to Article 109.04 of the Standard Specifications. The Department will be responsible for the accuracy of the initial reference points shown in the plans. It is not the responsibility of the Department, except as provided herein, to

check the correctness of the Contractor's stakes. Any apparent errors will be immediately called to the Contractor's attention and the Contractor will be required to make the necessary correction before the stakes are used for construction purposes. The Contractor shall provide the Engineer a copy of any field notes and layout diagrams produced during the course of the project.

Responsibility of the Contractor. The Contractor shall establish from the given survey points and contract plan information, all the control points or reference points necessary to layout the ADA Ramp elements. The Contractor shall furnish and place the layout stakes. The Contractor shall notify the Engineer when the stakes are complete and available for review and approval by the Engineer at least 3 working days in advance of the actual construction. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Department at the completion of the project. All notes shall be neat, orderly, and in accepted form.

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

### **TRAFFIC CONTROL PLAN**

Revised January 1, 2016

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 herein and in the plans.

Special attention is called to the following sections of the Standard Specifications, the Highway Standards, and the special provisions relating to traffic control:

Standard Specifications:

Section 701 - Work Zone Traffic Control and Protection

Highway Standards:

701101	701106	701201	701301	701306	701311
701426	701501	701502	701701	701801	701901

### **BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE)**

Effective: November 2, 2006

Revised: August 1, 2017

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

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

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

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

- Where: CA = Cost Adjustment, \$.  
BPI<sub>P</sub> = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).  
BPI<sub>L</sub> = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).  
%AC<sub>V</sub> = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC<sub>V</sub> will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC<sub>V</sub> and undiluted emulsified asphalt will be considered to be 65% AC<sub>V</sub>.  
Q = Authorized construction Quantity, tons (metric tons) (see below).

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

For bituminous materials measured in gallons:  $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$   
For bituminous materials measured in liters:  $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

- Where: A = Area of the HMA mixture, sq yd (sq m).  
D = Depth of the HMA mixture, in. (mm).  
G<sub>mb</sub> = Average bulk specific gravity of the mixture, from the approved mix design.  
V = Volume of the bituminous material, gal (L).  
SG = Specific Gravity of bituminous material as shown on the bill of lading.

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

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

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

## **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.”

## **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."

**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 **8.00%** 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.

## **FUEL COST ADJUSTMENT (BDE)**

Effective: April 1, 2009

Revised: August 1, 2017

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

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

(a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the

work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

English Units		
Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / \$1000
Metric Units		
Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B – Subbase and Aggregate Base courses	2.58	liters / metric ton
C – HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D – PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E – Structures	30.28	liters / \$1000

(c) Quantity Conversion Factors.

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

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

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

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

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

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

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

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

**HOT-MIX ASPHALT – START OF PRODUCTION (BDE)**

Effective: January 1, 2022

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

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

**MATERIAL TRANSFER DEVICE (BDE)**

Effective: June 15, 1999

Revised: January 1, 2022

Add the following to Article 406.03 of the Standard Specifications:

“(n) Material Transfer Device .....1102.02”

Add the following to the end of Article 406.06(f) of the Standard Specifications:

“When required, a material transfer device (MTD) shall be used to transfer the HMA from the haul trucks to the spreading and finishing machine. The particular HMA mixtures for which an MTD is required will be specified in the plans. When not required, an MTD may still be used at the Contractor’s option, subject to the requirements and restrictions herein. Use of MTDs shall be according to the following.

MTD Category	Usage
Category I	Any resurfacing application Full-Depth HMA where the in-place binder thickness is $\geq 10$ in. (250 mm)
Category II	Full-Depth HMA where the in-place binder thickness is $< 10$ in. (250 mm)

Category I MTD's will only be allowed to travel over structures under the following conditions:

- (1) Approval will be given by the Engineer.
- (2) The MTD shall be emptied of HMA material prior to crossing the structure and shall travel at crawl speed across the structure.
- (3) The tires of the MTD shall travel on or in close proximity and parallel to the beam and/or girder lines of the structure."

Add the following to the end of Article 406.13(b) of the Standard Specifications:

"The required use of an MTD will be measured for payment in tons (metric tons) of the HMA mixtures placed with the MTD. The use of an MTD at the Contractor's option will not be measured for payment."

Add the following between the second and third paragraphs of Article 406.14 of the Standard Specifications:

"The required use of an MTD will be paid for at the contract unit price per ton (metric ton) for MATERIAL TRANSFER DEVICE. The HMA mixtures placed with the MTD will be paid for separately according to their respective specifications."

Revise Article 1102.02 of the Standard Specifications to read:

**"1102.02 Material Transfer Device (MTD).** The MTD shall be according to the following.

- (a) Requirements. The MTD shall have a minimum surge capacity of 15 tons (13.5 metric tons), shall be self-propelled and capable of moving independent of the paver, and shall be equipped with the following.
  - (1) Front-Dump Hopper and Conveyor. The conveyor shall provide a positive restraint along the sides of the conveyor to prevent material spillage. MTDs having paver style hoppers shall have a horizontal bar restraint placed across the foldable wings which prevents the wings from being folded.
  - (2) Paver Hopper Insert. The paver hopper insert shall have a minimum capacity of 14 tons (12.7 metric tons).
  - (3) Mixer/Agitator Mechanism. This re-mixing mechanism shall consist of a segmented, anti-segregation, re-mixing auger.
- (b) Qualification and Designation. The MTD shall be on the Department's qualified product list with one of the following designations.
  - (1) Category I. The MTD has a documented maximum HMA carrying capacity contact pressure greater than 25 psi and has a central surge hopper of sufficient capacity to mix upstream HMA with downstream HMA.

- (2) Category II. The MTD has a documented maximum HMA carrying capacity contact pressure less than or equal to 25 psi.”

**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.”

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

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

## **SURFACE TESTING OF PAVEMENTS – IRI (BDE)**

Effective: January 1, 2021

Revised: January 1, 2022

Description. This work shall consist of testing the ride quality of the finished surface of pavements, according to Illinois Test Procedure 701, “Ride Quality Testing Using the International Roughness Index (IRI)”. Work shall be according to Sections 406, 407, or 420 of the Standard Specifications, except as modified herein.

### **Hot-Mix Asphalt (HMA) Overlays**

Add Article 406.03(n) to the Standard Specifications:

“(n) Pavement Surface Grinding Equipment.....1101.04”

Revise Article 406.11 of the Standard Specifications to read:

**“406.11 Surface Tests.** Prior to pavement improvements, the Engineer will measure the smoothness of the existing high-speed mainline pavement. The Contractor shall measure the smoothness of the finished high-speed mainline, low-speed mainline, and miscellaneous pavements within seven days of paving. Testing shall be performed in the presence of the Engineer and according to Illinois Test Procedure 701. The pavement will be identified as high-speed mainline, low-speed mainline, or miscellaneous as follows.

(a) Test Sections

- (1) High-Speed Mainline Pavement. High-speed mainline pavement shall consist of pavements, ramps, and loops with a posted speed limit greater than 45 mph. These sections shall be tested with an inertial profiling system (IPS).
- (2) Low-Speed Mainline Pavement. Low-speed mainline pavement shall consist of pavements, ramps, and loops with a posted speed limit of 45 mph or less. These sections shall be tested with an IPS and will be analyzed using the rolling 16 ft (5 m) straightedge simulation in ProVAL.
- (3) Miscellaneous Pavement. Miscellaneous pavement includes segments that either cannot readily be tested by an IPS or conditions beyond the control of the contractor preclude the achievement of smoothness levels typically achievable with mainline pavement construction. This may include the following examples or as determined by the Engineer.
  - (a) Pavement on horizontal curves with a centerline radius of curvature of less than or equal to 1,000 ft (300 m) and the pavement within the superelevation transition of such curves;
  - (b) Pavement on vertical curves having a length less than or equal to 200 ft (60 m) in combination with an algebraic change in tangent grade greater than or equal to 3 percent as may occur on urban ramps or other constricted-space facilities;

- (c) The first and last 50 ft (15 m) of a pavement section where the Contractor is not responsible for the adjoining surface;
- (d) Intersections and the 25 ft (7.6 m) before and after an intersection or end of radius return;
- (e) Variable width pavements;
- (f) Side street returns, to the end of radius return;
- (g) Crossovers;
- (h) Connector pavement from the mainline pavement expansion joint to the bridge approach slab;
- (i) Bridge approach slab;
- (j) Pavement that must be constructed in multiple short segments, typically defined as 600 ft (180 m) or less;
- (k) Pavement within 25 ft (7.6 m) of manholes, utility structures, or other appurtenances;
- (l) Turn lanes; and
- (m) Pavement within 5 ft (1.5 m) of jobsite sampling locations for HMA volumetric testing that fall within the wheel path.

Miscellaneous pavement shall be tested using a 16 ft (5 m) straightedge.

- (4) International Roughness Index (IRI). An index computed from a longitudinal profile measurement using a quarter-car simulation at a simulation speed of 50 mph (80 km/h).
- (5) Mean Roughness Index (MRI). The average of the IRI values for the right and left wheel tracks.
- (6) Areas of Localized Roughness (ALR). Isolated areas of roughness, which can cause significant increase in the calculated MRI for a given subplot.
- (7) Lot. A lot will be defined as a continuous strip of pavement 1 mile (1,600 m) long and one lane wide. When the length of a continuous strip of pavement is less than 1 mile (1,600 m), that pavement will be included in an adjacent lot. Structures will be omitted when measuring pavement length, but will not be considered as a discontinuity and the numbering of sublots will not restart. The limits of the structure shall include the entire length between the outside ends of both connector pavements.
- (8) Sublot. Lots will be divided into 0.1 mile (160 m) sublots. A partial subplot greater than or equal to 264 ft (80 m) resulting from an interruption in the pavement will be subject to the same evaluation as a whole subplot. Partial sublots less than 264 ft (80 m) shall be included with the previous subplot for evaluation purposes.

(b) Corrective Work. Corrective work shall be completed according to the following.

- (1) High-Speed Mainline Pavement. For high-speed mainline pavement, any 25 ft (7.6 m) interval with an ALR in excess of 150 in./mile (2,400 mm/km) will be identified by the Engineer and shall be corrected by the Contractor. Any subplot having a MRI greater than  $MRI_D$ , including ALR, shall be corrected to reduce the MRI to the  $MRI_F$ , or replaced at the Contractor's option.
- (2) Low-Speed Mainline Pavement. Bumps in low-speed mainline pavement which exceed the 5/16 in. (8 mm) tolerance using a simulated 16 ft (5 m) straightedge will be identified by the Engineer and shall be corrected by the Contractor.
- (3) Miscellaneous Pavements. Bumps in miscellaneous pavement which exceed the 5/16 in. (8 mm) tolerance on a 16 ft (5 m) straightedge will be identified by the Engineer and shall be corrected by the Contractor.

Corrective work shall be completed with pavement surface grinding equipment or by removing and replacing the pavement. Corrective work shall be applied to the full lane width. When completed, the corrected area shall have uniform texture and appearance, with the beginning and ending of the corrected area normal to the centerline of the paved surface.

Upon completion of the corrective work, the surface of the subplot(s) shall be retested. The Contractor shall furnish the data and reports to the Engineer within 2 working days after corrections are made. If the MRI and/or ALR still do not meet the requirements, additional corrective work shall be performed.

Corrective work shall be at no additional cost to the Department.

(c) Smoothness Assessments. Assessments will be paid to or deducted from the Contractor for each subplot of high-speed mainline pavement per the Smoothness Assessment Schedule. Assessments will be based on the MRI of each subplot prior to performing any corrective work unless the Contractor has chosen to remove and replace the subplot. For subplots that are replaced, assessments will be based on the MRI determined after replacement.

The upper MRI thresholds for high-speed mainline pavement are dependent on the MRI of the existing pavement before construction ( $MRI_0$ ) and shall be determined as follows.

Upper MRI Thresholds <sup>1/</sup>	MRI Thresholds (High-Speed, HMA Overlay)	
	$MRI_0 \leq 125.0$ in./mile ( $\leq 1,975$ mm/km)	$MRI_0 > 125.0$ in./mile <sup>1/</sup> ( $> 1,975$ mm/km)
Incentive ( $MRI_I$ )	45.0 in./mile (710 mm/km)	$0.2 \times MRI_0 + 20$
Full Pay ( $MRI_F$ )	75.0 in./mile (1,190 mm/km)	$0.2 \times MRI_0 + 50$
Disincentive ( $MRI_D$ )	100.0 in./mile (1,975 mm/km)	$0.2 \times MRI_0 + 75$

<sup>1/</sup>  $MRI_0$ ,  $MRI_I$ ,  $MRI_F$ , and  $MRI_D$  shall be in in./mile for calculation.

Smoothness assessments for high-speed mainline pavement shall be determined as follows.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, HMA Overlay)	
Mainline Pavement MRI Range	Assessment Per Sublot <sup>1/</sup>
$MRI \leq MRI_I$	$+ (MRI_I - MRI) \times \$33.00$ <sup>2/</sup>
$MRI_I < MRI \leq MRI_F$	+ \$0.00
$MRI_F < MRI \leq MRI_D$	$- (MRI - MRI_F) \times \$20.00$
$MRI > MRI_D$	- \$500.00

1/ MRI, MRI<sub>I</sub>, MRI<sub>F</sub>, and MRI<sub>D</sub> shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$500.00.

Smoothness assessments will not be paid or deducted until all other contract requirements for the pavement are satisfied. Pavement that is corrected or replaced for reasons other than smoothness, shall be retested as stated herein.”

**Hot-Mix Asphalt (HMA) Pavement (Full-Depth)**

Revise the first paragraph of Article 407.03 of the Standard Specifications to read:

**“407.03 Equipment.** Equipment shall be according to Article 406.03.”

Revise Article 407.09 of the Standard Specifications to read:

**“407.09 Surface Tests.** The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows:

The testing of the existing pavement prior to improvements shall not apply and the smoothness assessment for high-speed mainline pavement shall be determined according to the following table.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, Full-Depth HMA)	
Mainline Pavement MRI, in./mile (mm/km)	Assessment Per Sublot <sup>1/</sup>
$\leq 45.0 (710)$	$+ (45 - MRI) \times \$80.00$ <sup>2/</sup>
$> 45.0 (710) \text{ to } 75.0 (1,190)$	+ \$0.00
$> 75.0 (1,190) \text{ to } 100.0 (1,580)$	$- (MRI - 75) \times \$30.00$
$> 100.0 (1,580)$	- \$750.00

1/ MRI shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$1,200.00.”

**Portland Cement Concrete Pavement**

Delete Article 420.03(i) of the Standard Specifications.

Revise Article 420.03(j) of the Standard Specifications to read:

“(i) Coring Machine (Note 1)”

Revise Article 420.10 of the Standard Specifications to read:

“**420.10 Surface Tests.** The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows.

The testing of the existing pavement prior to improvements shall not apply. The Contractor shall measure the smoothness of the finished surface of the pavement after the pavement has attained a flexural strength of 250 psi (3,800 kPa) or a compressive strength of 1,600 psi (20,700 kPa).

Membrane curing damaged during testing shall be repaired as directed by the Engineer at no additional cost to the Department.

- (a) Corrective Work. No further texturing for skid resistance will be required for areas corrected by grinding. Protective coat shall be reapplied to ground areas according to Article 420.18 at no additional cost to the Department.

Pavement corrected by removal and replacement, shall be corrected in full panel sizes.

- (b) Smoothness Assessments. Smoothness assessment for high-speed mainline pavement shall be determined as follows.

SMOOTHNESS ASSESSMENT SCHEDULE (High-Speed, PCC)	
Mainline Pavement MRI, in./mile (mm/km) <sup>3/</sup>	Assessment Per Sublot <sup>1/</sup>
≤ 45.0 (710)	+ (45 – MRI) × \$120.00 <sup>2/</sup>
> 45.0 (710) to 75.0 (1,190)	+ \$0.00
> 75.0 (1,190) to 100.0 (1,580)	– (MRI – 75) × \$45.00
> 100.0 (1,580)	– \$1,125.00

1/ MRI shall be in in./mile for calculation.

2/ The maximum incentive amount shall not exceed \$1,800.00.

3/ If pavement is constructed with traffic in the lane next to it, then an additional 10 in./mile will be added to the upper thresholds.”

**Removal of Existing Pavement and Appurtenances**

Revise the first paragraph of Article 440.04 of the Standard Specifications to read:

**“440.04 HMA Surface Removal for Subsequent Resurfacing.** The existing HMA surface shall be removed to the depth specified on the plans with a self-propelled milling machine. The removal depth may be varied slightly at the discretion of the Engineer to satisfy the smoothness requirements of the finished pavement. The temperature at which the work is performed, the nature and condition of the equipment, and the manner of performing the work shall be such that the milled surface is not torn, gouged, shoved or otherwise damaged by the milling operation. Sufficient cutting passes shall be made so that all irregularities or high spots are eliminated to the satisfaction of the Engineer. When tested with a 16 ft (5 m) straightedge, the milled surface shall have no surface variations in excess of 3/16 in. (5 mm).”

**WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: November 1, 2021

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

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

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

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

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within **55** working days.

**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.

\* \* \* \* \*

## **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.