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Letting June 17, 2022

Notice to Bidders, Specifications and Proposal



**Contract No. 93774
CHRISTIAN County
Section 16-00053-00-RS (Pana)
Route MS 1270 (East 9th Street)
Project GXZW-201 ()
District 6 Construction Funds**

Prepared by

Checked by

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- 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. 93774
CHRISTIAN County
Section 16-00053-00-RS (Pana)
Project GXZW-201 ()
Route MS 1270 (East 9th Street)
District 6 Construction Funds**

Reconstruction of East 9th Street from South Chestnut Street to South Locust Street in Pana.

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to re-advertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

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BDE SPECIAL PROVISIONS

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

<u>File Name</u>	<u>Pg.</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
* 80274		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192		Automated Flagger Assistance Device	Jan. 1, 2008	
80173		Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80246		Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80436	53	X Blended Finely Divided Minerals	April 1, 2021	
80241		Bridge Demolition Debris	July 1, 2009	
50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80384	54	X Compensable Delay Costs	June 2, 2017	April 1, 2019
80198		Completion Date (via calendar days)	April 1, 2008	
80199		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80261		Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434		Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	58	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
80229		Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80433		Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80422		High Tension Cable Median Barrier	Jan. 1, 2020	Jan. 1, 2022
* 80443		High Tension Cable Median Barrier Removal	April 1, 2022	
* 80444		Hot-Mix Asphalt – Patching	April 1, 2022	
80442		Hot-Mix Asphalt – Start of Production	Jan. 1, 2022	
80438		Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
80411		Luminaires, LED	April 1, 2019	Jan. 1, 2022
80045		Material Transfer Device	June 15, 1999	Jan. 1, 2022
80418		Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
80430	68	X Portland Cement Concrete – Haul Time	July 1, 2020	
34261		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80395		Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340		Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127		Steel Cost Adjustment	April 2, 2014	Jan. 1, 2022
80397	69	X Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	70	X Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437		Submission of Payroll Records	April 1, 2021	
80435		Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2022
80410		Traffic Spotters	Jan. 1, 2019	
20338	71	X Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80318		Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429		Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80440		Waterproofing Membrane System	Nov. 1, 2021	
80302	74	X Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80427	75	X Work Zone Traffic Control Devices	Mar. 2, 2020	
80071		Working Days	Jan. 1, 2002	

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022; hereafter referred to as the Standard Specifications; the "Supplemental Specifications and Recurring Special Provisions," latest edition as indicated on the Check Sheet included herein, the latest edition of the Standard Specifications For Water And Sewer Main Construction In Illinois, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways"; and the latest edition of the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids. These Special Provisions included herein apply to and govern the proposed construction of Section 16-00053-00-RS East 9th Street, City of Pana, Christian County, Illinois, and in case of conflict with any part or parts of said specifications, said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The improvement is located in the City of Pana, Christian County, Illinois. The gross and net length of the improvement is 753 feet (0.143 mile).

DESCRIPTION OF WORK

The work will consist of the reconstruction of East 9th Street from South Chestnut Street (FAU 7944) to a point approximately 100 feet east of South Locust Street. The existing bituminous roadway pavement will be removed and replaced with subbase granular material and Portland Cement Concrete (PCC) pavement. Additional work includes associated removals, construction of combination concrete curb and gutter, driveways, commercial entrances, sidewalk ramps, storm sewers, manholes, inlets, and all necessary incidental work as shown on the plans or as described herein.

COMPLETION DATE

The Contractor shall complete all work and any punchlist items no later than the specific date included herein. The Contractor shall complete the work in accordance with the three (3) stages of construction as shown on the Jointing Plan sheet. No deviation from the sequence will be permitted except by written permission from the Engineer and City.

Any proposed changes to the Staging Plan by the Contractor shall be submitted to the City and the Engineer in writing for review a minimum of 4 weeks prior to construction.

The Contractor shall submit to the City for approval, at the pre-construction conference, a feasible progress schedule showing the order in which the Contractor will start each major work activity and the planned dates for completing each.

All work for Stages 1 and 2 including the box culvert shall be complete by **November 25, 2022**. All work for Stage 3 including all punchlist items shall be complete by **May 26, 2023**. The Contractor may need to work multiple crews and Saturdays to meet this completion date.

PROSECUTION AND PROGRESS OF WORK

Special attention is called to Section 108 of the "Standard Specifications for Road and Bridge Construction." Article 108.03 shall be revised to require that the Contractor notify the Engineer at least forty-eight (48) hours in advance of either discontinuing or resuming operations.

If an Engineer or a qualified representative of the City of Pana is not on the job and notification as required has been given, the contractor in charge of the work shall immediately notify the City that work has been resumed and request that the Project Engineer for the City be notified.

Work performed without proper notification to the Engineer as indicated herein may be rejected by the Engineer and no compensation will be made for said work. In addition, the contractor may be required to remove the item of construction at its own expense and replace the item of construction in accordance with the plans and specifications.

The Contractor shall work with the City to notify and coordinate with the local Police, Fire, and Emergency services, Pana Community Hospital, School District, Postal, Illinois Department of Transportation, and garbage pickup service seven (7) calendar days prior to the beginning of work and shall keep the same services updated on the status of road closures throughout the duration of the project.

COOPERATION OF CONTRACTORS

All work shall be completed in accordance with Article 105.08 of the Standard Specifications. The Contractor shall coordinate work efforts with adjacent Contractors.

EXISTING UNDERGROUND FACILITIES

The City of Pana and the Farnsworth Group, Inc. assume no responsibility for the presence, specific size or location of underground distribution systems of the several public and/or private utility corporations. No responsibility for the protection of said underground systems will be assumed by the City of Pana unless such protection is incidental to the protection of the municipally-owned property of the City of Pana. If such protection is found to be necessary to water mains, gas mains, steam mains,

underground electrical distribution systems, fiber, underground telephone circuit systems or any other underground systems of non-municipal ownership, the cost of same, in whole or in part, is disclaimed by the City of Pana and the Farnsworth Group, Inc.

UTILITIES

The utility companies have been notified of the impending project and the plans indicate the general location of the utility main lines received from those agencies. The Contractor shall have the responsibility before any construction work has begun, of obtaining from all utilities the exact location of any underground or other facilities in the area of construction, whether indicated on the plans or not. The Contractor, at his own expense, shall be required to obtain actual locations and depths of any utilities not provided by the utility companies and shall take proper precautions to prevent damage or interruption of the utilities. Any facilities disturbed by the Contractor shall be restored by him/her at his/her own expense. The Contractor shall coordinate with the proper utility the relocation of any facility designated on the plans or deemed necessary to be relocated by the Engineer in order to complete construction of the project. Special attention is called to Article 107.31. Residents and businesses shall be notified of impending service outages and no residence or business shall be without service overnight.

J.U.L.I.E. SYSTEM

The J.U.L.I.E. (Joint Utility Locating Information for Excavators) must be notified prior to starting construction, so that the respective utilities may have adequate time to locate and mark their underground facilities. Phone: 1-800-892-0123 or 811. The following information may be requested by J.U.L.I.E.:

County Name: Christian
Township Name: Pana
Section Number: 21 T11N R1E

EXAMINATION OF EXISTING CONDITIONS AND EXISTING CONDITION DOCUMENTATION

It is the responsibility of each bidder to satisfy himself/herself as to conditions he/she will encounter in performing the work. Failure to do so will not be considered as grounds for additional compensation for unforeseen adverse conditions encountered during the progress of the work.

Prior to commencement of any construction activities, the Contractor shall document the existing condition of all sidewalks, driveways, buildings, infrastructure to remain, side streets, landscaping and other items within or adjacent to the limits of construction with color photographs and submit said pictures to the Engineer for review. Construction

shall not commence until the content and clarity of said pictures is reviewed by the Engineer and found acceptable.

REMOVAL OF UNCLASSIFIED MATERIAL

Existing hazard markers, delineators, and other unclassified materials shall be removed at the locations shown on the plans or as designated by the Engineer. The material removed, as required in this Special Provision, shall be disposed of outside the right-of-way limits in accordance with these special provisions and Article 202.03 of the Standard Specifications. The Engineer shall be notified before any of these items are removed.

Where right-of-way, U.S.C. & G.S. markers, or section and sub-section monuments are encountered, the Engineer shall be notified before such monuments are removed. The Contractor shall protect and carefully preserve all markers and monuments until the Engineer or authorized Land Surveyor has witnessed and referenced their location. The Contractor will be responsible for reimbursing the Engineer's Registered Land Surveyor for all costs associated with reestablishing any markers or monuments destroyed by his/her operations without proper notification.

SALVAGING EXISTING MATERIALS

All existing municipally-owned street castings, signs and posts in usable condition within the limits of the improvement shall, if not required for further use in the construction of the improvement, be carefully excavated and preserved by the Contractor. Said street castings, signs, and posts if desired by the City, shall be stockpiled at a single location within the project agreed upon by the City to be picked up and hauled from the job site by the City. Any such items not desired by the City will become the property of the Contractor and disposed of offsite in accordance with the Standard Specifications.

The cost of salvaging existing municipally-owned street castings, signs, and posts, as outlined herein, will not be paid for separately, but the cost shall be included in the contract unit price for the item of construction involved.

PAVEMENT REMOVAL

This work shall consist of the removal and satisfactory disposal of existing pavement/shoulder of all material types and thicknesses. The contract unit price bid per square yard for PAVEMENT REMOVAL shall be full compensation for furnishing all labor, material and equipment required to complete this work in accordance with Section 440 of the Standard Specifications and as specified here in.

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

This work shall consist of removing existing hot-mix asphalt and oil and chip pavement surfaces at varying depths for the locations shown in the plans and cross sections. This work shall be performed in accordance with article 440.03 of the Standard Specifications. Hot-Mix Asphalt Surface Removal, Variable Depth shall allow for varying depths and cross slopes of Hot-Mix Asphalt removal across the travel lanes at areas shown in the plans and cross sections to properly transition proposed PC Concrete Pavement to existing conditions. This work shall be measured and paid for at contract unit price per square yard as HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH.

INCIDENTAL HOT-MIX ASPHALT SURFACING

This work shall consist of furnishing and installing bituminous materials (tack coat), hot-mix asphalt binder and surface courses at varying depths for the locations shown in the plans and cross sections. This work shall be performed in accordance with Section 406 of the Standard Specifications. Incidental Hot-Mix Asphalt Surfacing shall allow for varying depths and cross slopes of Hot-Mix Asphalt across the travel lanes at areas shown in the plans and cross sections to properly transition proposed PC Concrete Pavement to existing conditions. This work shall be measured and paid for at contract unit price per ton as INCIDENTAL HOT-MIX ASPHALT SURFACING.

STORM SEWER REMOVAL

This work shall consist of removing and disposing of Storm Sewers or Pipe Culverts in accordance with Section 551 of the Standard Specifications, except as modified herein. Storm Sewer Removal shall consist of the complete removal and disposal, to the satisfaction of the Engineer, of all storm sewers or pipe culverts regardless of size or material, conflicting with the construction or otherwise indicated on the plans for removal. Headwalls will be paid for separately under the CONCRETE HEADWALL REMOVAL pay item.

Any holes or depressions left after removing a storm sewer or culvert pipe that will be under or within two feet of proposed improvements as defined in Article 208.01 of the Standard Specifications, shall be filled with trench backfill as shown on the plans. This work will not be paid for separately, but included in the contract unit price bid per foot for STORM SEWER REMOVAL for all sizes of storm sewer and pipe culverts specified in the plans. The remaining ground surface shall be graded, compacted, and leveled to the satisfaction of the Engineer.

All labor, equipment and materials necessary for Storm Sewer Removal shall be included in the contract unit price bid per foot for STORM SEWER REMOVAL for all sizes of storm sewer and pipe culverts specified in the plans and no additional compensation will be allowed.

SAW JOINTS

This work shall include full-depth sawing of existing pavement or other existing items where the proposed project will match to existing. All work shall be performed in accordance with Section 440 of the Standard Specifications. Saw joints shall be made with a saw blade capable of providing a smooth, sharp edge. Use of milling machines for the final saw cut edge will not be allowed.

Saw joints will not be paid for separately but shall be included in the respective removal items in the contract. For any item not paid for separately as a removal item, the saw joint cost shall be included in the contract unit price bid per cubic yard for EARTH EXCAVATION.

Saw joints for improvements including new pavement, curb and gutter, patching, driveway pavement or sidewalks shall be included in the unit cost of those pay items. No separate payments shall be made for saw joints on existing surfaces or new surfaces.

DAMAGE TO EXISTING TREES

All necessary precautions shall be taken to prevent damage to existing trees not indicated for removal. Roots of two-inch (2") diameter or more shall not be severed. Precautions shall be taken to prevent damage to the bark of existing trees by machinery or other means. Any damage shall be corrected as indicated by the Engineer at the expense of the Contractor.

EARTH EXCAVATION

This work shall be performed in accordance with the applicable articles of Section 202 of the Standard Specifications.

Add the following provision to Section 202: All topsoil material suitable for growing grass shall be excavated and stockpiled within the right-of-way, temporary construction easements, or other approved location on the construction site for Topsoil Placement. The Contractor shall stockpile the quantity of topsoil sufficient for the project, plus 10% contingency. Any excess topsoil beyond this quantity shall become the property of the Contractor and be removed from the site. The 10% contingency quantity of topsoil shall remain on site until all topsoil placement for the project has been completed, after which any remaining topsoil shall become the property of the Contractor and be removed from the site. This excavation shall be included and is calculated as part of the Earth Excavation quantity and work. No additional compensation will be allowed for the stockpiling or removal from site work. The Contractor shall be responsible to furnish and install topsoil over and above the existing material available on site if required by site conditions and proposed improvement.

Any Earth Excavation that is suitable for fill embankment material shall be placed and compacted in fill areas as shown on the cross sections. All unsuitable or excess material shall become the property of the Contractor and be removed from the site. No payment for overhaul will be allowed for earth moved from any source.

Any landscaping items such as timber, brick or block lawn edging, segmental brick or block retaining wall, plantings, decorative stone or other similar materials in conflict with the construction shall be removed and offered to the property owner. If the property owner does not desire the material, the contractor shall dispose of same. This work shall be included in Earth Excavation.

EMBANKMENT

Embankment shall be placed in accordance with Section 205 of the Standard Specifications except as follows:

- 1) All embankment shall be constructed with not more than 110% of optimum moisture content, determined according to AASHTO T 99 (Method C). The 110% of optimum moisture limit may be waived in free draining granular material when authorized in writing by the Engineer.

The Contractor may, at his option, add a drying agent to lower the moisture content as specified above. The drying agent must be authorized by the Engineer prior to use. Extra compensation will not be allowed for the use of a drying agent but will be considered included in the cost of the various items of excavation.

- 2) All existing earth surfaces to receive embankment placement shall be disked and compacted in accordance with Articles 205.01 through 205.09 of the Standard Specifications. These surfaces shall be reviewed by the Engineer prior to placement of any Embankment. Existing surfaces that have been compacted, but do not meet the satisfaction of the Engineer, shall be test rolled. If the existing surface does not pass the test roll, the material shall be removed and replaced in accordance with the Granular Subgrade Repair or Replacement special provision. Removal of unsuitable existing surface shall be measured for payment as Earth Excavation.
- 3) Embankment shall not be placed on slopes steeper than 1:4 (V:H) slope. Slopes steeper than 1:4 shall be stepped and compacted prior to placing embankment. No additional compensation shall be allowed for stepping.
- 4) If the Contractor fails to obtain the Engineer's satisfaction of the existing surface after diskings and compacting, any Embankment placed on said surface shall be the sole responsibility of the Contractor. Should the Embankment so placed not pass the test roll prior to pavement placement, the Contractor shall repair or replace said Embankment at the Contractor's own expense.

The above work will not be measured or paid for separately but shall be included in the contract unit price bid per cubic yard for EARTH EXCAVATION.

STONE RIPRAP, CLASS A5

This work shall be performed in accordance with the applicable articles of Section 281 of the Standard Specifications.

This work shall also include all earth excavation and channel excavation necessary to place the proposed riprap, bedding, and filter fabric to the grades and channel slopes shown in the plans along with any excavation necessary to extend proposed slopes such that they blend smoothly into the surrounding area adjacent to the channel.

This earth excavation and channel excavation shall not be measured and paid for separately but shall be included in the unit price bid per square yard for STONE RIPRAP, CLASS A5.

GRANULAR SUBGRADE REPAIR OR REPLACEMENT

This work shall be completed in accordance with Section 311 of the Standard Specifications except as modified by the following:

This work, as provided for herein, shall consist of providing all materials, equipment and labor for the removal of unsuitable material and the placement of Geotechnical Fabric and/or Granular Blanket in subgrades or embankment foundations. Following topsoil excavation and roadway excavation to the lines and grades shown on the plans and preparing the subgrade in accordance with the Special Provisions and Sections 301 and 302 of the Standard Specifications, the Resident Engineer shall determine the limits of the area requiring repair or replacement and so advise the Contractor of the approximate quantities. It is hereby understood that the Contractor shall notify the Engineer not less than forty-eight (48) hours (5:00 p.m. Friday to 8:00 a.m. Monday excluded) prior to any undercutting of the sub-base or subgrade.

Placement of Granular Blanket: The Sub-base Granular Material, Type B shall be CA-6 or CA-10 in accordance with Article 1004.04 of the Standard Specifications and placed in accordance with Section 311 of the Standard Specifications and as specified herein. Gravel is not allowed.

Method of Measurement and Payment: Any subgrade excavation of existing unstable or unsuitable material to complete this work will be measured in its original position and the volume in cubic yards computed by the method of average end areas. This work will be paid for at the contract unit price per cubic yard for EARTH EXCAVATION. The removal of material placed in fill sections as embankment will not be paid for separately.

The Granular Blanket will be measured for payment in square yards and will be paid for at the contract unit price per square yard for SUBBASE GRANULAR MATERIAL, TYPE

B 12". Geotechnical Fabric for Ground Stabilization shall be paid at the contract unit price bid per square yard for GEOTECHNICAL FABRIC FOR GROUND STABILIZATION.

All areas of repair shall be re-test rolled to confirm stability. All costs for re-test rolling shall be included in the contract unit price bid per square yard for SUBBASE GRANULAR MATERIAL, TYPE B, 12".

TEST ROLLING OF SUBGRADE AND BASE COURSE

The test rolling of subgrade and base course shall follow the latest edition of the Subgrade Stability Manual except as modified by the following:

The Contractor will provide, at his/her own expense, a loaded truck and test roll the compacted subgrade and base course in the presence of the Engineer before any sub-base, base course, curb and gutter, binder, or concrete surface material is placed. The Contractor shall notify the Engineer two (2) business days prior to the test roll. The tandem axle truck shall be loaded to a minimum gross weight of 40,000 pounds. The Contractor shall provide the Engineer a weight ticket verifying this amount prior to operations. The test roll will be in addition to the requirements of Section 301 of the Standard Specifications. The density requirements of Section 301 will still be required.

The truck shall make 5 to 6 passes over the entire subgrade, sub-base, or base course area to be tested. Any areas which, in the opinion of the Engineer, show rutting greater than 0.5 inch, cracking or rolling of the compacted subgrade, sub-base, or base course upon test rolling will not be accepted. The Contractor will recompact and/or reconstruct the section that fails and test roll again prior to acceptance. Areas of subgrade repair will be paid for as specified in the Granular Subgrade Repair or Replacement special provision. No additional compensation shall be allowed for any test rolling of repaired areas or the reconstruction or repair of the aggregate base repair or base course.

Test rolling shall not be measured and paid for separately but shall be included in the cost of EARTH EXCAVATION.

ADJUSTMENT OF QUANTITIES FOR SUBGRADE TREATMENTS

The quantities for Sub-base Granular Material, Type B, 12" and Geotechnical Fabric for Ground Stabilization have been estimated in order to establish a unit bid price. No change in contract unit price will be allowed because of an adjustment of these quantities due to actual conditions encountered in the field.

INLET AND PIPE PROTECTION

This work consists of furnishing, installing, maintaining and removing inlet filters at gutter inlet and gutter inlet/manhole locations as shown in the plans or as determined by the Engineer. The inlet protection shall be of a non-woven geotextile catch bag type that

fits inside the casting, held in place by the casting grate and be of high permeability, ≥ 100 gal/min/ft².

Inlet Filters will be checked by the Resident Engineer weekly and after every rain of $\geq \frac{1}{2}$ ". If requested by the Engineer, inlet filters shall be cleaned of debris by the Contractor at no additional cost within 24 hours of notification by the Engineer.

The Inlet Filters shall be installed in the existing inlets and gutter inlet/manholes before construction is allowed on this project and remain until complete ground cover is established. When existing inlets are to be removed and replaced with proposed inlets, the Inlet Filters shall be transferred to the new inlets at no additional cost.

This item shall be measured and paid for at the contract unit price per each, for INLET AND PIPE PROTECTION, and shall be payment in full for all material, labor, tools and equipment required to furnish, install, maintain, and remove this item.

SODDING AND SUPPLEMENTAL WATERING

The areas shown on the plans shall be sodded in accordance with Section 252 of the Standard Specifications for Road and Bridge Construction and as detailed herein. Fertilizer nutrients shall be applied in accordance with Section 252 of the Standard Specifications

Where the proposed sod matches to the existing turf, a sod cutting machine shall be used to provide a vertical edge for the placement of the new sod. Cutting with shovels will not be allowed. Contractor shall provide spade edges for all sodding area abutting existing trees by maintaining a minimum 5' diameter mulch bed around each existing tree.

Supplemental watering shall be provided as indicated by the Engineer.

The Contractor shall be paid only one time for sodding and fertilizer nutrients. The Contractor shall provide additional re-sodding and fertilizer nutrients as necessary if the initial sodding does not provide a full, healthy 2-inch stand of grass. This work shall not be paid for separately but shall be included in the cost of the respective sodding and fertilizer pay items.

Section 252 of the Standard Specifications shall govern measurement and payment for SODDING and SUPPLEMENTAL WATERING except as modified herein.

CONNECTION INTO EXISTING OR PROPOSED DRAINAGE STRUCTURES

This work shall include all labor, material and equipment necessary to satisfactorily complete the connection as shown in the plans and as determined by the Engineer. A

Concrete Collar shall be constructed in accordance with the detail as shown on the plans where storm sewer, or pipe culverts of differing pipe types connect or where new storm sewer, or pipe culverts connects to existing storm sewer or pipe culverts. The price for connecting the existing or proposed drain tile, culvert, or sewer into the existing or proposed sewer structures, shall not be paid for separately, but shall be included in the work for the respective sewer or drainage structure.

STORM SEWERS, WATER MAIN QUALITY PIPE

This work shall consist of constructing a storm sewer to meet watermain standards, as required by the IEPA requirements and at locations shown in the plans. The work shall be performed in accordance with applicable parts of Section 550 of the Standard Specifications, applicable sections of the current edition of the IEPA Regulations (35 Ill. Adm. Cod 653.119), the applicable sections of the current edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and as herein specified.

This provision shall govern the installation of all storm sewers which do not meet IEPA criteria for separation distance between storm sewers and watermains. Separation criteria for storm sewers placed adjacent to water lines are as follows:

- 1) Water lines shall be located at least 10 feet horizontally from any existing or proposed drain, storm sewer or sewer service connection.
- 2) Water lines may be located closer than 10 feet to a sewer line when:
 - a. local conditions prevent a lateral separation of 10 feet and
 - b. the water line invert is 18 inches above the crown of the sewer and
 - c. the water line is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.
- 3) A water line shall be separated from a sewer so that its invert is a minimum of 18 inches above the crown of the drain or sewer whenever water lines cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water line located 10 feet horizontally of any sewer or drain crossed.

When it is impossible to meet 1, 2 or 3 above, the storm sewer shall be constructed of PVC pipe equivalent to watermain standards of construction.

Storm sewers constructed to meet watermain standards shall be constructed of the following pipe materials:

Plastic Pipe:

Plastic pipe shall be marked with the manufacturer's name (or trademark); ASTM or AWWA specification; Schedule Number, Dimension Ratio (DR) Number or Standard Dimension Ratio (SDR) Number; and Cell Class. The pipe and fittings

shall also meet NSF Standard 14 and bear the NSF seal of approval. Fittings shall be compatible with the type of pipe used. The plastic pipe options shall be in accordance with the following:

1. Polyvinyl Chloride (PVC) conforming to ASTM D 1785. Schedule 80 is required for all pipe sizes, except when the pipe is to be threaded, and then it shall be Schedule 120. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
2. Polyvinyl Chloride (PVC) conforming to ASTM D 2241. SDR 26 or less is required for all pipe sizes. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
3. Chlorinated Polyvinyl Chloride (CPVC) conforming to ASTM F 441. Schedule 80 is required for all pipe sizes. Threaded joints are not allowed. It shall be made from CPVC compound meeting ASTM D 1784, Class 23447.
4. Chlorinated Polyvinyl Chloride (CPVC) conforming to ASTM F 442. SDR 26 or less is required for all pipe sizes. It shall be made from CPVC compound meeting ASTM D 1784, Class 23447.
5. Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C900. DR 25 or less is required for all pipe sizes. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
6. Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C905. DR 26 or less is required for all pipe sizes. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.

Joining of plastic pipe shall be by push-on joint, solvent welded joint, heat welded joint, flanged joint, or threaded joint, in accordance with the pipe manufacturer's instructions and industry standards. Special precautions shall be taken to insure clean, dry contact surfaces when making solvent or heat welded joints. Adequate setting time shall be allowed for maximum strength.

Elastomeric seals (gaskets) used for push-on joints shall comply with ASTM Standard F477.

Solvent cement shall be specific for the plastic pipe material and shall comply with ASTM D 2564 (PVC) or ASTM F 493 (CPVC) and be approved by NSF.

Payment for all labor, equipment and materials required by this special provision will be made at the contract unit price per foot for STORM SEWERS, WATER MAIN QUALITY PIPE, of the type and diameter specified.

STORM SEWER GRADE CHANGE

The Contractor shall be aware that at times the Engineer may require a change in storm sewer elevation due to a utility or other obstruction after consultation with the design engineer of record. If such a grade change does not alter the pipe type, any additional excavation, sheeting, or shoring required shall be considered included in the cost of the storm sewer. However, if the revised grade results in a change in pipe type, as set forth in Article 550.03 of the Standard Specifications, payment will be for the revised type of storm sewer.

REINFORCED CONCRETE PIPE TEE, 24" PIPE WITH 12" RISER

This work shall consist of furnishing and installing the reinforced concrete pipe tee as noted on the plans and in accordance with Section 542 of the Standard Specifications.

The Grate utilized shall be a TYPE 8 GRATE as shown in IDOT Highway Standard 604036-03 and shall be furnished and installed along with any required adjusting rings as part of this pay item and work.

These items and all associated work shall not be measured or paid for separately but shall be included at the contract unit price bid per each for REINFORCED CONCRETE PIPE TEE, 24" PIPE WITH 12" RISER.

MANHOLES

This work shall consist of furnishing and installing manholes as noted on the plans all in accordance with Section 602 of the Standard Specifications. The Contractor's attention is called to article 602.15 Basis of Payment which states "...which price shall include..., steps and flat slab tops, ..." If flat slab tops are required to complete the manhole construction, they shall be included in the contract unit price per each bid for the manhole and no additional compensation shall be allowed.

Castings shall be set in full mortar beds 1" thick or less. Adjusting rings shall be used for any adjustment of 1" or greater. Adjusting rings shall be set using mastic and mortar. First a bead of mastic shall be placed in the middle of the adjusting ring. Then mortar shall be placed on each side of the mastic prior to setting the adjusting ring. The inside of the inlet and casting junction shall be "finished" when the casting is set.

INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE

This work shall consist of furnishing and installing inlets and castings as noted on the plans and details all in accordance with Section 602 of the Standard Specifications.

These items and all associated work shall be measured and paid for at the contract unit price bid per EACH for INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE.

WATER VALVES TO BE ADJUSTED

This work shall be in accordance with applicable portions of Section 561 of the Standard Specifications for Road and Bridge Construction.

This work shall include the adjustment of the existing auxiliary or gate water valves to the finish grade of the project improvements at locations shown in the plans. This work will be measured and paid for at the contract unit price per EACH for WATER VALVES TO BE ADJUSTED and no additional compensation shall be allowed.

ADJUSTING SANITARY SEWERS AND WATER SERVICE LINES

This work shall include the removal and replacement of existing sanitary sewer service and water service lines as necessary to construct proposed storm sewers. The work shall be completed in accordance with Section 563 of the Standard Specifications and shall include all pipe, fittings, by-pass pumping and labor and equipment required to complete the removal and replacement.

Service lines requiring adjustment due to direct grade conflicts with the proposed storm sewer will be measured and paid for at the contract unit price per each for "SANITARY SEWER SERVICE REMOVAL AND REPLACEMENT, and ADJUSTING WATER SERVICE LINES. Service lines requiring adjustment or repair due to the Contractor's storm sewer installation methods will not be measured for payment.

ITEMS TO BE ADJUSTED

The Contractor shall adjust all existing manholes, handholes, inlets, and valve boxes to the finish grade of the project improvements. This work shall be measured and paid for at the contract unit price bid per each item to be adjusted in accordance with Sections 602 and 603 of the Standard Specifications except as modified herein.

HDPE and Recycled Rubber riser and adjusting rings shall not be allowed on this contract. In addition, only solid and rigid, one-piece assembly adjusting rings fabricated entirely from gray or ductile iron will be allowed. Adjustable band adjusting rings will not be allowed on this contract. Any adjusting ring to be utilized on this project shall be reviewed and approved by the Engineer and City at the Pre-Construction Meeting. The contract unit price bid per each for the respective adjustment items shall be compensation in full for all work required to complete the adjustment in place and no additional compensation shall be allowed.

PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT

This work shall be performed in accordance with Section 423 of the Standard Specifications and as noted herein. Where shown on the plans, driveway pavement shall be removed and replaced with concrete pavement. Thickness shall be as indicated but in no case shall be less than 6 inches at private entrances and 8 inches at commercial entrances and alleys. Edges shall be cut with a saw prior to removal and/or replacement. Sawed transverse and longitudinal joints shall conform to the following table:

<u>Driveway Width at Widest Point</u>	<u>No. of Longitudinal Saw Cuts</u>
0 - 12'	0
12' - 24'	1
24' - 36'	2

<u>Maximum Driveway Length</u>	<u>Number of Transverse Saw Cuts</u>
0 - 12'	0
12' - 24'	1

The sawed joints shall be spaced evenly throughout the driveway. The sawed joints shall be 1/8 inch wide with a minimum depth of one-fourth the pavement thickness. All transverse and longitudinal joints shall be sealed with gray colored material meeting the requirements of Article 1050.03 of the Standard Specifications.

Three-quarter inch thick expansion joints shall be placed between driveway pavement and sidewalks (on both sides) and between driveway pavement and curb and gutter.

All costs to perform this work shall be included in the contract unit price bid per square yard for P.C.C. DRIVEWAY PAVEMENT of the thickness noted.

EXPANSION JOINTS

Expansion Joints shall be placed at RPC's in curb and gutter and at maximum 1,000-foot intervals.

Joints in curb and gutter shall be made with 1-inch thick bituminous pre-molded joint filler gray in color to match the concrete and 1-inch diameter epoxy-coated dowel bars with caps. The cost of the expansion joints shall be included in the contract unit price bid per unit of the respective concrete pay item.

PORTLAND CEMENT CONCRETE SIDEWALK

Section 424 of the Standard Specifications shall govern all construction of Portland Cement Concrete Sidewalk. All sidewalks shall be 4-inches thick except at all driveways where sidewalk shall be thickened to 6-inches at private entrances and 8-inches at commercial entrances and alleys. Expansion joints shall be maximum 100-foot intervals and made with three-quarter-inch thick bituminous pre-molded joint filler and other material will not be allowed. All joints shall be hand-tooled. This work will be measured and paid for at the contract unit price per square foot bid for PORTLAND CEMENT CONCRETE SIDEWALK of the thickness noted.

SIDEWALK ACCESSIBLE RAMPS

Accessible ramps with Detectable Warnings shall be provided in accordance with Proposed PROWAG requirements, Illinois ADA Standards, and the latest version of the applicable State Standard and IDOT District Detail at all proposed intersections of curb and sidewalk and at locations shown of the plans and listed in the schedule of quantities. Section 424 of the Standard Specifications shall govern the construction, measurement, and payment of this work.

COMBINATION CONCRETE CURB AND GUTTER

This work shall be performed in accordance with Section 606 of the Standard Specifications, the plan details, and as noted herein. Proposed curb and gutter work shall be in accordance with the latest version of Standard 606001 including dowel bar placement. The existing subgrade and base course shall be graded, leveled, and thoroughly compacted. The subgrade and proposed aggregate base course where shown on the plans under and behind the proposed curb shall be required to pass a test roll prior to new curb being placed. The Combination Concrete Curb and Gutter shall be sawed or scored at intervals coinciding with the joint intervals of the adjoining concrete pavement. Expansion joints in curb and gutter shall correspond to the location of expansion joints in adjoining concrete pavement. If adjacent pavement is not concrete pavement, maximum spacing of saw joints shall be 15 feet. Expansion joints with dowel bars in curb and gutter shall be placed at all RPC's and all construction joints as shown on plan details. The minimum joint depth of the gutter shall be 2 inches and, on the curb, shall be 1 inch. Two No. 4 reinforcing bars shall be placed across all water, sewer, or other utility service trench crossings. These bars shall be a minimum of 10 feet long and shall be long enough to obtain at least 2 feet of embedment on either side of the trench.

The sawing of the curb and gutter shall commence within four hours of the start of placing concrete unless otherwise approved by the Engineer. Sawing shall continue until all the joints are completed or until sunset, whichever comes first. If all joints are not completed by sunset, sawing shall commence at sunrise and continue to

completion. The Contractor shall replace sawing blades as needed and coordinate timing of sawing, so raveling does not occur.

All costs shall be included in the contract unit price bid per foot for COMBINATION CONCRETE CURB AND GUTTER, of the type specified.

AGGREGATE FOR TEMPORARY ACCESS

This work shall include all materials, equipment, labor and work (including excavation, furnished excavation, embankment, and restoration) to furnish, install, maintain, and remove temporary aggregate for access, temporary crossings, temporary entrances, and temporary sidewalk, as necessary. Material shall be CA-06 or RAP millings and shall be compacted to the satisfaction of the Engineer. Locations and utilization of this work will be determined by field conditions at the sole discretion of the Engineer. The temporary aggregate thickness shall be six (6) inches at residential sidewalks and driveways and eight (8) inches at street crossings. During inclement weather and when requested by the Engineer, Aggregate for Temporary Access may also be used for access as required for construction staging. An estimated quantity is included in the contract and no change in unit price shall be allowed due to additions or deletions on the contract quantity. No payment will be made for Aggregate for Temporary Access that is placed without the prior review of the Engineer.

The Contractor shall be responsible to maintain the Aggregate for Temporary Access location areas during the duration of the construction period. Additional aggregate material required for maintenance shall be paid for as Aggregate for Temporary Access if approved by the Engineer prior to placement.

Upon completion of the proposed construction, any aggregate remaining shall be removed from the site by the Contractor prior to pavement or topsoil placement. No additional payment shall be made for removal, excavation, transportation, or disposal of this aggregate material. Topsoil placement, fertilizing, sodding, seeding, and other necessary restoration of the areas, if required, will be measured and paid for separately.

This work will be measured in place per ton for material actually utilized for temporary aggregate widening for access, temporary crossings, temporary entrances, and temporary sidewalk and paid at the contract unit price bid per ton for AGGREGATE FOR TEMPORARY ACCESS.

TRAFFIC CONTROL AND PROTECTION (SPECIAL)

This work shall consist of providing traffic control and protection on East 9th Street in accordance with the applicable portions of Articles 107.9, 107.14, 107.15, 107.29, Sections 701 and 702 of the Standard Specifications, the detailed drawings included in the plans and as determined in the field. It is the intent of the contract to complete 3 construction stages of East 9th Street under Road Closed conditions except for final

grading, pavement markings, and restoration. Any work that is not completed under road closed conditions shall be performed using the appropriate traffic control Highway Standard for each particular type of work. Access to affected residents and businesses will be maintained through adjacent side streets or alleys and utilization of aggregate for temporary access to driveways.

Traffic Control and Protection (Special) shall include providing all materials, signs, barricades, surveillance, flaggers, labor and other control necessary to perform the work including all signing for Standards 701001-02, 701006-05, 701011-04, 701501-06, 701801-06, 701901-08, BLR 21-9. These Standards are included in the contract to allow for pavement markings, landscaping, and minor punchlist items to be completed after Road Closed conditions are removed. Traffic Control and Protection Standards shall not be paid for separately but shall be included in the contract lump sum price bid for Traffic Control and Protection (Special).

Traffic Control and Protection (Special) shall include the placement of Type III barricades with "Road Closed" signs in accordance with Standards 701001-02, 701006-05, 701011-04, 701501-06, 701801-06, 701901-08, and BLR 21-9. Barricades shall be placed in accordance with Standard BLR 21-9. Construction Ahead and Road Closed Ahead signs shall be placed by the Contractor at every intersection prior to construction for every street affected by construction.

The Contractor shall notify the City Engineer at least 72 hours prior to any road closing so that adequate notice may be given to the media and local agencies/authorities. Additionally, the Contractor shall also notify the local Police, Fire, and Emergency services, Pana Community Hospital, School District, garbage disposal companies, and the U.S. Postal Services of any impending road closures.

The Contractor shall place additional traffic control whenever conditions warrant or whenever requested to do so by the Engineer.

All traffic control and protection, surveillance, signs, barricades, equipment and labor to install, maintain, relocate and remove same shall not be paid for separately but shall be included in the contract lump sum price bid for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

SEQUENCE OF OPERATIONS

At the Pre-Construction Meeting, the Contractor shall submit to the Engineer and City for review a Sequence of Construction Operations. No deviation from the sequence will be permitted except by written permission from the Engineer and City.

Construction work and road closures shall be timed to minimize impacts to the residents, businesses, hospital, and adjacent schools.

Staging of the project shall be according to the Jointing Plan sheets provided in the plans. The Contractor may submit alternate staging plans at the Pre-construction Meeting for review by the Engineer and City.

The Contractors work hours shall be limited to those hours allowed by City Ordinance.

The Contractor shall notify in writing all affected residents 48 hours prior to the closing of their driveway. No streets shall be closed without prior notice to and approval by the Engineer and City.

Direct access shall always be provided for the Pana Hospital during construction of the project.

STANDARDS IN THE PLANS

The Standards with the revision number listed in the Index to Sheets included in the plans shall hold precedence over Standard Numbers listed elsewhere in the plans or Special Provisions for this contract.

DAMAGE TO NEW OR EXISTING STRUCTURES OR PROPERTY

If damage is done to new or existing structures or property during construction of the proposed improvement, they shall be replaced or repaired in a satisfactory manner by the Contractor at his/her own expense. The replacement or repair method shall be reviewed by the Engineer and approved by the City prior to replacement or repair.



Professional Service Industries, Inc.
 480 North Street, Springfield, Illinois 62704
 Telephone: (217) 544-6663
 Fax: (217) 544-6148

LOG OF BORING B-1

Sheet 1 of 2

PSI Job No.: 0026269-1
 Project: Pavement Improvements & Culvert Replacement
 Location: E. 9th Street (S. Chestnut St. & Fair Ave)
 Pana, Christian County, IL

Drilling Method: Hollow Stem Auger
 Sampling Method: Shelby Tube/Split-Spoon
 Hammer Type: Automatic Hammer
 Boring Location: See Boring/Coring Location Plan

WATER LEVELS	
▽ While Drilling	13.5 feet
▼ Upon Completion	25 feet
▽ Delay	N/A

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA		Additional Remarks
										Moisture, %	N in blows/ft	
							Surface Elev.: 688 ft					
							7-inch Bituminous CONCRETE					
685				1	24		LEAN CLAY (CL), STIFF, BROWN, GRAY, moist (Silty Clay Loam)		650 psi	27		DD = 94 pcf LL = 36 PL = 20 Q _u = 1.2 tsf Sr = 92% ; e = 0.78 Fines = 92.8%
5				2	15		- gray	CL	4-4-5 N=9	22		Q _u = 2.6 tsf
				3	18		- occasional sand seams		5-3-4 N=7	21		Q _u = 1.3 tsf
680				4	24		SANDY LEAN CLAY (CL), FIRM TO STIFF, GRAY, moist (Clay Loam)	CL	650 psi	19		DD = 112 pcf LL = 34 PL = 11 Q _u = 1.8 tsf Sr = 100% ; e = 0.49 Fines = 54.8%
675				5	15		SANDY SILTY CLAY (CL-ML), STIFF, GRAY, slightly moist (Sandy Loam)		WH-2-4 N=6	15		
15				6	20				650 psi	14		DD = 125 pcf LL = 15 PL = 11 Sr = 100% ; e = 0.33 Fines = 50.1%
670				7	16		- frequent sand seams	CL-ML	4-7-8 N=15	10		

Continued Next Page

Completion Depth: 40.0 ft
 Date Boring Started: 12/10/18
 Date Boring Completed: 12/10/18
 Logged By: R. Tomlin
 Drilling Contractor: PSI, Inc.

Sample Types:

	Auger Cutting		Shelby Tube
	Split-Spoon		Hand Auger
	Rock Core		Texas Cone

Latitude:
 Longitude:
 Drill Rig: CME-55
 Remarks: Surface elevations were estimated from Plan & Profile Drawings provided by FWG

The stratification lines represent approximate boundaries. The transition may be gradual.



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LOG OF BORING B-1

Sheet 2 of 2

PSI Job No.: 0026269-1
 Project: Pavement Improvements & Culvert Replacement
 Location: E. 9th Street (S. Chestnut St. & Fair Ave)
 Pana, Christian County, IL

Drilling Method: Hollow Stem Auger
 Sampling Method: Shelby Tube/Split-Spoon
 Hammer Type: Automatic Hammer
 Boring Location: See Boring/Coring Location Plan

WATER LEVELS	
▽ While Drilling	13.5 feet
▼ Upon Completion	25 feet
▽ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA		Additional Remarks
										Moisture, %	N in blows/ft	
665	25		Shelby Tube	8	15		SANDY SILTY CLAY (CL-ML), STIFF, GRAY, slightly moist (Sandy Loam)		800 psi	9	Moisture: PL: LL:	LL = 15 PL = 10 Fines=50.1%
660	30		Split-Spoon	9	16		POORLY GRADED SAND WITH CLAY (SP-SC), MEDIUM DENSE, GRAY	SP-SC	8-9-12 N=21	9	Moisture: N:	
655	35		Split-Spoon	10	14		SILTY SAND (SM), MEDIUM DENSE, GRAY	SM	5-7-7 N=14	11	Moisture: N:	
650	40		Split-Spoon	11	16		SILTY SAND (SM), MEDIUM DENSE, GRAY	SM	6-7-8 N=15	10	Moisture: N:	
BORING TERMINATED AT -40 FEET												

Completion Depth: 40.0 ft
 Date Boring Started: 12/10/18
 Date Boring Completed: 12/10/18
 Logged By: R. Tomlin
 Drilling Contractor: PSI, Inc.

Sample Types:

	Auger Cutting		Shelby Tube
	Split-Spoon		Hand Auger
	Rock Core		Texas Cone

Latitude:
 Longitude:
 Drill Rig: CME-55
 Remarks: Surface elevations were estimated from Plan & Profile Drawings provided by FWG

The stratification lines represent approximate boundaries. The transition may be gradual.



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 480 North Street, Springfield, Illinois 62704
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LOG OF BORING B-2

Sheet 1 of 1

PSI Job No.: 0026269-1
 Project: Pavement Improvements & Culvert Replacement
 Location: E. 9th Street (S. Chestnut St. & Fair Ave)
 Pana, Christian County, IL

Drilling Method: Hollow Stem Auger
 Sampling Method: Shelby Tube/Split-Spoon
 Hammer Type: Automatic Hammer
 Boring Location: See Boring/Coring Location Plan

WATER LEVELS	
▽ While Drilling	None
▼ Upon Completion	None
▽ Delay	N/A

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA		Additional Remarks
										Moisture, %	N in blows/ft	
							Surface Elev.: 687 ft					
							8½-inch Bituminous CONCRETE					
685				1	18		LEAN CLAY (CL) , FIRM TO STIFF, DARK BROWN, DARK GRAY, with iron stains, moist (<i>Silty Clay Loam</i>)	CL	4-3-4 N=7	24	Moisture: * PL LL	
				2	16		FAT CLAY (CH) , STIFF, LIGHT GRAY, BROWN, moist (<i>Silty Clay</i>)	CH	700 psi	28	Moisture: * PL LL	DD = 94 pcf LL = 52 PL = 22 Qu = 1.5 tsf Sr = 99% ; e = 0.76 Fines = 96.0%
5												
680				3	18		LEAN CLAY WITH SAND (CL) , FIRM, GRAY, moist (<i>Silty Clay Loam</i>)	CL	2-3-3 N=6	22	Moisture: * PL LL	Qt = 0.9 tsf
				4	18		- gray, brown	CL	2-2-3 N=5	22	Moisture: * PL LL	Qt = 0.9 tsf
10							BORING TERMINATED AT -10 FEET					

Completion Depth: 10.0 ft
 Date Boring Started: 12/11/18
 Date Boring Completed: 12/11/18
 Logged By: R. Tomlin
 Drilling Contractor: PSI, Inc.

Sample Types:

	Auger Cutting		Shelby Tube
	Split-Spoon		Hand Auger
	Rock Core		Texas Cone

Latitude:
 Longitude:
 Drill Rig: CME-55
 Remarks: Surface elevations were estimated from Plan & Profile Drawings provided by FWG

The stratification lines represent approximate boundaries. The transition may be gradual.



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LOG OF BORING B-3

Sheet 1 of 1

PSI Job No.: 0026269-1
 Project: Pavement Improvements & Culvert Replacement
 Location: E. 9th Street (S. Chestnut St. & Fair Ave)
 Pana, Christian County, IL

Drilling Method: Hollow Stem Auger
 Sampling Method: Shelby Tube/Split-Spoon
 Hammer Type: Automatic Hammer
 Boring Location: See Boring/Coring Location Plan

WATER LEVELS	
▽ While Drilling	8.5 feet
▼ Upon Completion	None
▽ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA		Additional Remarks
										N in blows/ft		
	0					Surface Elev.: 685 ft	17-inch Bituminous CONCRETE					
				1	18		LEAN CLAY (CL) , FIRM TO STIFF, DARK GRAY, trace roots, moist (<i>Silty Clay Loam</i>) - gray, grayish brown	CL	600 psi	27	▲ □ × ⊕	DD = 93 pcf LL = 31 PL = 19 Q _u = 0.7 tsf LOI: 3.5%; Sr=89% ; e=0.80 Fines=90.8%
680	5			2	16			CL	4-3-4 N=7	24	⊙ * ×	Q _u = 1.3 tsf
				3	18		- gray, tan	CL	2-3-3 N=6	26	⊙ * ×	Q _u = 0.9 tsf
				4	16	▽	LEAN CLAY WITH SAND (CL) , FIRM, GRAY, moist (<i>Clay Loam</i>)	CL	WH-1-2 N=3	23	⊙ * ×	Q _u = 0.9 tsf
675	10						BORING TERMINATED AT -10 FEET					

Completion Depth: 10.0 ft
 Date Boring Started: 12/11/18
 Date Boring Completed: 12/11/18
 Logged By: R. Tomlin
 Drilling Contractor: PSI, Inc.

Sample Types:

Auger Cutting	Shelby Tube
Split-Spoon	Hand Auger
Rock Core	Texas Cone

Latitude:
 Longitude:
 Drill Rig: CME-55
 Remarks: Surface elevations were estimated from Plan & Profile Drawings provided by FWG

The stratification lines represent approximate boundaries. The transition may be gradual.



Professional Service Industries, Inc.
 480 North Street, Springfield, Illinois 62704
 Telephone: (217) 544-6663
 Fax: (217) 544-6148

LOG OF BORING B-4

Sheet 1 of 1

PSI Job No.: 0026269-1
 Project: Pavement Improvements & Culvert Replacement
 Location: E. 9th Street (S. Chestnut St. & Fair Ave)
 Pana, Christian County, IL

Drilling Method: Hollow Stem Auger
 Sampling Method: Shelby Tube/Split-Spoon
 Hammer Type: Automatic Hammer
 Boring Location: See Boring/Coring Location Plan

WATER LEVELS	
▽ While Drilling	None
▼ Upon Completion	None
▽ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA		Additional Remarks
										N in blows/ft	Moisture, %	
	0					Surface Elev.: 688 ft	8-inch Bituminous CONCRETE					
685	3			1	16		LEAN CLAY (CL) , STIFF, GRAY, LIGHT GRAY, moist (<i>Silty Clay</i>)	CL	7-4-5 N=9	28	⊙ * ×	Q _t = 1.7 tsf
5	5			2	24	- tan			650 psi	26	▲ ⊙ * ×	DD = 92 pcf LL = 47 PL = 18 Q _u = 1.2 tsf Sr=88% ; e=0.80 Fines=98.2%
680	8			3	18		SANDY LEAN CLAY (CL) , FIRM, GRAY, TAN, moist (<i>Clay Loam</i>)	CL	3-2-3 N=5	18	⊙ * ×	Q _t = 0.8 tsf
10	10			4	18				3-2-3 N=5	23	⊙ * ×	Q _t = 0.9 tsf
							BORING TERMINATED AT -10 FEET					

Completion Depth: 10.0 ft
 Date Boring Started: 12/11/18
 Date Boring Completed: 12/11/18
 Logged By: R. Tomlin
 Drilling Contractor: PSI, Inc.

Sample Types:

Auger Cutting	Shelby Tube
Split-Spoon	Hand Auger
Rock Core	Texas Cone

Latitude:
 Longitude:
 Drill Rig: CME-55
 Remarks: Surface elevations were estimated from Plan & Profile Drawings provided by FWG

The stratification lines represent approximate boundaries. The transition may be gradual.



Professional Service Industries, Inc.
 480 North Street, Springfield, Illinois 62704
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 Fax: (217) 544-6148

LOG OF BORING B-5

Sheet 1 of 1

PSI Job No.: 0026269-1
 Project: Pavement Improvements & Culvert Replacement
 Location: E. 9th Street (S. Chestnut St. & Fair Ave)
 Pana, Christian County, IL

Drilling Method: Hollow Stem Auger
 Sampling Method: Shelby Tube/Split-Spoon
 Hammer Type: Automatic Hammer
 Boring Location: See Boring/Coring Location Plan

WATER LEVELS	
▽ While Drilling	6.5 feet
▼ Upon Completion	None
▽ Delay	N/A

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA		Additional Remarks
											N in blows/ft	⊙	
	0					Surface Elev.: 685 ft							
							12-inch Bituminous CONCRETE						
				1	24		FAT CLAY (CH) , FIRM, LIGHT GRAY, BROWN, very moist (<i>Clay</i>)	CH	650 psi	35	⊙	⊙	DD = 81 pcf LL = 69 PL = 24 Sr=89% ; e=1.05 Fines=93.2%
				2	16		LEAN CLAY (CL) , FIRM TO STIFF, LIGHT GRAY, TAN, moist (<i>Silty Clay</i>) - light gary, tan	CL	3-3-4 N=7	27	⊙	*	
680	5			3	18	▽	SANDY LEAN CLAY (CL) , FIRM, GRAY, TAN, moist (<i>Clay Loam</i>)	CL	1-2-3 N=5	21	⊙	*	Q _t = 0.6 tsf
				4	18			CL	2-1-4 N=5	21	⊙	*	Q _t = 0.8 tsf
675	10						BORING TERMINATED AT -10 FEET						

Completion Depth: 10.0 ft
 Date Boring Started: 12/11/18
 Date Boring Completed: 12/11/18
 Logged By: R. Tomlin
 Drilling Contractor: PSI, Inc.

Sample Types:

	Auger Cutting		Shelby Tube
	Split-Spoon		Hand Auger
	Rock Core		Texas Cone

Latitude:
 Longitude:
 Drill Rig: CME-55
 Remarks: Surface elevations were estimated from Plan & Profile Drawings provided by FWG

The stratification lines represent approximate boundaries. The transition may be gradual.



Professional Service Industries, Inc.
 480 North Street, Springfield, Illinois 62704
 Telephone: (217) 544-6663
 Fax: (217) 544-6148

LOG OF BORING PC-1

Sheet 1 of 1

PSI Job No.: 0026269-1
 Project: Pavement Improvements & Culvert Replacement
 Location: E. 9th Street (S. Chestnut St. & Fair Ave)
 Pana, Christian County, IL

Drilling Method:
 Sampling Method: Pavement Coring
 Hammer Type:
 Boring Location: See Boring/Coring Location Plan

WATER LEVELS	
▽ While Drilling	None
▼ Upon Completion	None
▽ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA			Additional Remarks
										N in blows/ft ©			
	0						4½-inch Bituminous CONCRETE , no base SAND, GRAVEL, CLAY						

Completion Depth: 2.0 ft
 Date Boring Started: 12/11/18
 Date Boring Completed: 12/11/18
 Logged By: R. Tomlin
 Drilling Contractor: PSI, Inc.

Sample Types:

	Auger Cutting		Shelby Tube
	Split-Spoon		Hand Auger
	Rock Core		Texas Cone

Latitude:
 Longitude:
 Drill Rig: CME-55
 Remarks:

The stratification lines represent approximate boundaries. The transition may be gradual.



Professional Service Industries, Inc.
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LOG OF BORING PC-2

Sheet 1 of 1

PSI Job No.: 0026269-1
 Project: Pavement Improvements & Culvert Replacement
 Location: E. 9th Street (S. Chestnut St. & Fair Ave)
 Pana, Christian County, IL

Drilling Method:
 Sampling Method: Pavement Coring
 Hammer Type:
 Boring Location: See Boring/Coring Location Plan

WATER LEVELS	
▽ While Drilling	None
▼ Upon Completion	None
▽ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA			Additional Remarks
											N in blows/ft ©			
	0						4-inch BRICK, no base SAND, GRAVEL, CLAY				X Moisture ■ PL ■ LL 0 25 50			
											STRENGTH, tsf ▲ Qu * Qp 0 2.0 4.0			

Completion Depth: 2.0 ft
 Date Boring Started: 12/11/18
 Date Boring Completed: 12/11/18
 Logged By: R. Tomlin
 Drilling Contractor: PSI, Inc.

Sample Types:

	Auger Cutting		Shelby Tube
	Split-Spoon		Hand Auger
	Rock Core		Texas Cone

Latitude:
 Longitude:
 Drill Rig: CME-55
 Remarks:

The stratification lines represent approximate boundaries. The transition may be gradual.



Professional Service Industries, Inc.
 480 North Street, Springfield, Illinois 62704
 Telephone: (217) 544-6663
 Fax: (217) 544-6148

LOG OF BORING PC-3

Sheet 1 of 1

PSI Job No.: 0026269-1 Project: Pavement Improvements & Culvert Replacement Location: E. 9th Street (S. Chestnut St. & Fair Ave) Pana, Christian County, IL	Drilling Method: Sampling Method: Pavement Coring Hammer Type: Boring Location: See Boring/Coring Location Plan	WATER LEVELS	
		▽ While Drilling	None
		▼ Upon Completion	None
		▼ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA			Additional Remarks
											N in blows/ft ©			
	0						8½-inch Bituminous CONCRETE , no base				0	25	50	
							SAND, GRAVEL, CLAY							

Completion Depth: 2.0 ft	Sample Types:	Latitude:
Date Boring Started: 12/11/18	Auger Cutting	Longitude:
Date Boring Completed: 12/11/18	Split-Spoon	Drill Rig: CME-55
Logged By: R. Tomlin	Rock Core	Remarks:
Drilling Contractor: PSI, Inc.	Shelby Tube	
	Hand Auger	
	Texas Cone	

The stratification lines represent approximate boundaries. The transition may be gradual.



Professional Service Industries, Inc.
 480 North Street, Springfield, Illinois 62704
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 Fax: (217) 544-6148

LOG OF BORING PC-4

Sheet 1 of 1

PSI Job No.: 0026269-1
 Project: Pavement Improvements & Culvert Replacement
 Location: E. 9th Street (S. Chestnut St. & Fair Ave)
 Pana, Christian County, IL

Drilling Method:
 Sampling Method: Pavement Coring
 Hammer Type:
 Boring Location: See Boring/Coring Location Plan

WATER LEVELS	
▽ While Drilling	None
▼ Upon Completion	None
▽ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA			Additional Remarks
											N in blows/ft ©			
	0						4-inch BRICK, no base SAND, GRAVEL, CLAY				X Moisture ■ PL ■ LL 0 25 50			
											STRENGTH, tsf ▲ Qu * Qp 0 2.0 4.0			

Completion Depth: 2.0 ft
 Date Boring Started: 12/11/18
 Date Boring Completed: 12/11/18
 Logged By: R. Tomlin
 Drilling Contractor: PSI, Inc.

Sample Types:

	Auger Cutting		Shelby Tube
	Split-Spoon		Hand Auger
	Rock Core		Texas Cone

Latitude:
 Longitude:
 Drill Rig: CME-55
 Remarks:

The stratification lines represent approximate boundaries. The transition may be gradual.



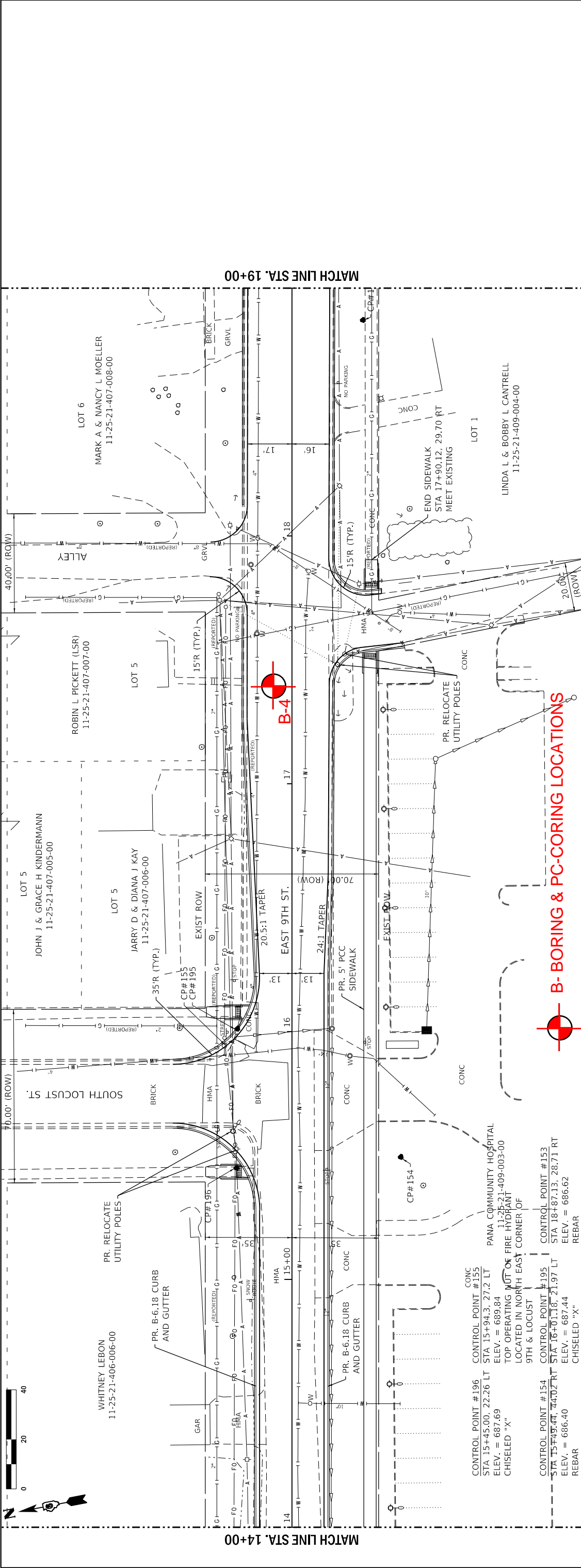
Distance Along Baseline

Pavement Improvements & Culvert Replacement
 PSI Project Number: 0026269-1

Profile

Professional Service Industries, Inc.
 480 North Sreet
 Springfield, Illinois 62704
 Telephone: (217) 544-6663
 Fax: (217) 544-6148





Station	Elevation	Notes
14+00	685.74	
14+50	685.88	
15+00	686.01	
15+50	686.62	
16+00	687.20	
16+50	687.53	
17+00	687.85	
17+50	688.04	
18+00	688.01	
18+50	688.00	
19+00	687.69	

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		9TH STREET PLAN AND PROFILE	
DESIGNED -	RWS	REVISION	
DRAWN -	RJT	REVISED	
CHECKED -	DSC	REVISED	
DATE	00/00/00	REVISED	
USER NAME	= rmlaly		
PLOT SCALE	= 2.00" = 1' / ft.		
PLOT DATE	= 12/4/2018		
FALL. RTE.	7945	SECTION	16-0005-00-PS
TOTAL SHEETS	NO.	COUNTY	ILLINOIS
SHEETS	NO.	CHRISTIAN	SPDTS
CONTRACT NO.		FED. AID PROJECT	



SCALE: 1"=20'(H)/1"=5'(V) SHEET 2 OF 3 SHEETS STA. 14+00 TO STA. 19+00

PRINTED BY: SPLTDRS5
 FILE: J:\2018\16016000 - Plan 9th St Improvement\Drawings\DCN\CAD_Sheets\16016000_P&P.dgn



DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT CORPS OF ENGINEERS
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833

REPLY TO
ATTENTION OF:

October 22, 2018

Regulatory Branch
File Number: MVS-2018-686

Mr. Greg Holthaus, P.E.
City of Pana
120 E. Third Street
Pana, Illinois 62557

Dear Mr. Holthaus:

We have reviewed your application in regard to the replacement of an existing culvert structure with a larger precast concrete box culvert structure, carrying East 9th Street over and unnamed tributary to Coal Creek, in Pana, Christian County, Illinois. *This letter authorizes the removal of the existing culvert structure and replacing it with a 10-foot by 5-foot precast concrete box culvert. Additionally, minor excavation will be completed and graded stone will be placed at the culvert ends for scour and erosion protection.* The project is located in the Southeast ¼, of Section 21, Township 11 North, Range 01 East of the 3rd Principal Meridian, Christian County, Illinois.

The Corps of Engineers has determined that this activity is authorized under Section 404 of the Clean Water Act by existing Department of the Army nationwide permits for Linear Transportation Projects, as described in the January 6, 2017, Federal Register, Reissuance of Nationwide Permits; Notice (82 FR 1987), Appendix A (B) (14). This NWP verification is valid until March 18, 2022, unless the District Engineer modifies, suspends, or revokes the nationwide permit authorization in accordance with 33 CFR 330.5(d). If you commence, or are under contract to commence, this activity before the Nationwide Permit expires, you will have 12 months from that date to complete the activity under the present terms and conditions of this NWP. Enclosed is a copy of the nationwide permit and conditions and management practices with which you must comply. **The District Engineer has further conditioned the permit to include the following special conditions:**

- 1. The permittee must notify the Corps should any changes in size, location or methods to accomplish the work occur. Changes could potentially require additional authorizations from the Corps as well as other Federal, state or local agencies.**
- 2. The Federally Endangered Indiana Bat (*Myotis sodalis*) and the threatened Northern Long-eared Bat (*Myotis septentrionalis*) are found in stream corridors throughout Christian County. Measures to minimize the potential take of the Indiana bat or Northern Long-eared Bat shall be performed by clearing trees outside of the reproductive season. If tree clearing is necessary, it SHALL NOT occur during the April 1 thru September 30th time frame to avoid impacting the Indiana and Northern Long-eared bats.**

3. **All unused excavated material shall be placed on an upland site and should not impact any jurisdictional waters of the United States. If you believe you may impact any wetlands or jurisdictional waters with the remaining excavated material you shall contact our office prior to completing the work.**
4. **Temporary construction access, structures or fills within jurisdictional waters shall be removed once the activity is complete and the site shall be restored to pre-project conditions including elevations, soil substrate, and vegetation.**
5. **All terms and conditions of water quality certification issued by the State of Illinois under Section 401 of the Clean Water Act are hereby incorporated and made conditions of this permit.**

In accordance with General Condition number 30 of the Nationwide Permit, a compliance certification (Attachment A of this package) must be completed within 30 days of project completion or the permit issuance may be revoked and considered null and void.

The Illinois Environmental Protection Agency Division of Water Pollution Control (IEPA/WPC) has conditionally issued general Section 401 Water Quality Certification for this nationwide permit, subject to the special conditions and three general conditions (see enclosure). These conditions are part of the Corps permit. If you have any questions regarding the water quality certification conditions, you may contact Darin LeCrone, with IEPA, at 217-782-0610.

This determination is applicable only to the permit program administered by the Corps of Engineers. It does not eliminate the need to obtain other federal, state or local approvals before beginning work. This permit verification does not convey property rights, nor authorize any injury to property or invasion of other rights.

You are reminded that the permit is based on submitted plans. Variations from these plans shall constitute a violation of Federal law and may result in the revocation of the permit. If this nationwide permit is modified, reissued, or revoked during this period, the provisions described at 33 CFR 330.6(b) will apply.

If you have any questions, please contact me at (314) 331-8578. Please refer to file number **MVS-2018-686**. The St. Louis District Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to go to our Customer Service Survey found on our web site at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,



Tyson Zobrist
Illinois Project Manager
Regulatory Branch

CC:

Altman, IDNR-OWR

LeCrone, IEPA

John Zeman, Farnsworth Group, Inc.

ATTACHMENT A

COMPLETED WORK CERTIFICATION

Date of Issuance: October 22, 2018

File Number: MVS-2018-686

Name of Permittee: City of Pana

River Basin/County/State: Kaskaskia/Christian/Illinois

Project Manager: Tyson Zobrist

Upon completion of this activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

**U.S. Army Corps of Engineers
Attn: Regulatory Branch (OD-F)
1222 Spruce Street
St. Louis, Missouri 63103-2833**

(Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification or revocation.)

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date



Route	Marked Route	Section Number
FAU 7945 / MS 1270	East 9th Street	16-00053-00-RS

Project Number	County	Contract Number
GXZW(201)	Christian	93774

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

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

Signature	Date
	2-10-22

Print Name	Title	Agency
Greg Holthaus	City Engineer	City of Pana

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

I. Site Description:

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

The Phase II Construction Limits for the East 9th Street project are FAU 7944 (South Chestnut Street) to the west and South Locust Street to the east; S21 T11N R1E; Latitude 39°22'50"N Longitude 89° 57"W

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

The proposed action consists of reconstructing the existing pavement, constructing new sidewalk and sidewalk ramps that are ADA and PROWAG compliant, constructing new curb and gutter, removing and replacing the existing storm sewer system, removing and replacing an existing 6'x6' box culvert with a 10'x5' box culvert, and improving the horizontal and vertical alignments. The length of the improvement is approximately 753 feet. East 9th Street will be constructed in three (3) stages. Temporary erosion control seeding, perimeter erosion barrier, and inlet and pipe protection will be utilized as erosion control measures during construction and will only be removed when the applicable stage of construction is complete. The project will utilize sodding and riprap as permanent stabilization measures.

C. Provide the estimated duration of this project:

Duration of Construction is estimated to be 6 months June 2022 to November 2022

D. The total area of the construction site is estimated to be 1.43 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 1.43 acres.

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

Prior to Construction Activities = 0.40; Post Construction Activities = 0.44
--

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

Viriden Silty Clay Loam; 0 to 2 percent slopes; erosion factor = 0.28
Oconee Silt Loam; 2 to 5 percent slopes; erosion factor = 0.37

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

No wetlands are present within or adjacent to project limits.

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

In-Stream work around the proposed 10'x5' box culvert from Sta 9+67 to Sta 10+21.

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

Soil disturbing activities include pavement removal, storm sewer installation, and earth excavation throughout the project limits. The grading around the proposed box culvert mentioned above are riprap lined 2:1 slopes that at its longest point is 18.5'.

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

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

City of Pana

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

City of Pana

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

Receiving waters are a closed storm sewer system to the west ultimate receiving waters of a tributary to Coal Creek

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

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

No areas of the site are to be specifically protected or remain undisturbed.

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

N/A

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

N/A

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

Steep slopes will be stabilized using stone riprap. Other temporary measures (e.g. Perimeter Erosion Barrier and Temporary Erosion Control Seeding) will also be installed to slow the flow of stormwater and keep sediment from migrating off-site.

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

N/A

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

N/A

Applicable Federal, Tribal, State, or Local Programs

N/A

Floodplain

N/A

Historic Preservation

N/A

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

TMDL (fill out this section if checked above)

The name(s) of the listed water body:

N/A

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

N/A

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

N/A

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

N/A

Other

N/A

Wetland

N/A

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

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

II. Controls:

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

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

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

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

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

The following stabilization practices will be used for this project:

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

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

Only existing areas required for construction of the storm sewer, box culvert, pavement, and sidewalk will be disturbed, thereby preserving existing vegetation. If construction operations in an area are completed or not anticipated to resume for 14 days, the area shall be seeded with temporary erosion control seeding. In the area of the proposed box culvert where side slopes are 2:1 Riprap, Seeding Class 1, and Mulch Method 2 will be utilized.

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

Once all the grading and topsoil placement is complete, the entire project will be permanently sodded or lined with riprap.

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

- | | |
|--|--|
| <input type="checkbox"/> Aggregate Ditch | <input type="checkbox"/> Stabilized Construction Exits |
|--|--|

- Concrete Revetment Mats
- Dust Suppression
- Dewatering Filtering
- Gabions
- In-Stream or Wetland Work
- Level Spreaders
- Paved Ditch
- Permanent Check Dams
- Perimeter Erosion Barrier
- Permanent Sediment Basin
- Retaining Walls
- Riprap
- Rock Outlet Protection
- Sediment Trap
- Storm Drain Inlet Protection

- Stabilized Trench Flow
- Slope Mattress
- Slope Walls
- Temporary Ditch Check
- Temporary Pipe Slope Drain
- Temporary Sediment Basin
- Temporary Stream Crossing
- Turf Reinforcement Mats
- Other (Specify) _____
- Other (Specify) _____
- Other (Specify) _____
- Other (Specify) _____
- Other (Specify) _____
- Other (Specify) _____
- Other (Specify) _____

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

In-Stream work shall consist of the removal and replacement of the existing 6'x6' box culvert with a 10'x5' box culvert. Perimeter erosion barrier will be installed along downstream project limits to prevent silt from leaving the site. Riprap shall be installed at each end of the proposed 10'x5' box culvert. All inlets and manholes will receive inlet protection to prevent silt from entering the storm sewer system. The Contractor will clean, maintain, and replace erosion controls as necessary to prevent erosion on the site.

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

Upon completion of the project and stabilization of the project areas, temporary erosion control features shall be removed by the Contractor. Riprap that was installed will remain in place and be maintained as necessary.

D. Treatment Chemicals

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

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

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

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

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

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

Description of permanent storm water management controls:

N/A

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

N/A

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

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:

- Approximate duration of the project, including each stage of the project
- Rainy season, dry season, and winter shutdown dates
- Temporary stabilization measures to be employed by contract phases
- Mobilization time-frame
- Mass clearing and grubbing/roadside clearing dates
- Deployment of Erosion Control Practices
- Deployment of Sediment Control Practices (including stabilized cons

- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
- Paving, saw-cutting, and any other pavement related operations
- Major planned stockpiling operation
- Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc
- Permanent stabilization activities for each area of the project

2. During the pre-construction meeting, the Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:

- Temporary Ditch Checks - Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
- Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use - Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
- Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
- Waste Disposal - Discuss methods of waste disposal that will be used for this project.
- Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
- Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling - Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
- Polymer Flocculants and Treatment Chemicals - Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
- Additional measures indicated in the plan.

III. Maintenance:

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

Temporary Erosion Control Seeding - Inspection - Ensure germinating seed; Check for Erosion Rills; Maintenance - Reapply seed; restore rills greater than 4" deep; mow if necessary; Supplement BMP if weather conditions (extreme heat or cold) are not conducive for germination.

Sod - Inspection - Fill or shape soil irregularities; Sod shall be free of disease, insects, and weeds; Maintenance - Replace when >25% of individual piece of sod is no longer viable; Restore areas where rolling edges are present or sod is displaced.

Mulch - Inspection - Ensure continued and uniform coverage, no exposed soil; Check for erosion rills beneath "tackified" mulch; Excessive coverage when used with seed; Maintenance - Repair straw if blown or washed away, or if hydraulic mulch washes away.; Place tackifier or an ECB if mulch does not control erosion.

Perimeter Erosion Barrier (PEB) - Inspection - Do not use PEBs in areas of concentrated flows; Maintain PEB silt fence used as "No Intrusion" practice in accordance with inspection tips.; If erosion is present under this PEB, look for correct trenching depth, backfilling and compaction. Pay special attention to transitional areas such as at culverts where PEB gaps could allow sediment to discharge. Maintenance - Repair tears, gaps or undermining. Restore leaning PEB and ensure taut.; Repair or replace any missing or broken stakes; Clean PEB if sediment reaches one-third height of barrier; Repair PEB if undermining occurs anywhere along its entire length.

Storm Drain Inlet Protection - Inspection - Check for water standing in filter more than one hour following a rain event; Check for sediment or trash in the filter; Check for tears or damage to the filter; Maintenance - Remove sediment from inlet filter basket when basket is 25% full or 50% of the fabric pores are covered with silt; Remove ponded water on road surfaces; Remove trash accumulated around or on top of practice; When filter is removed for cleaning, replace filter if any tear is present.

Outlet Protection - Inspection - Inspect apron for displacement of the RR and damage to the underlying fabric. Repair fabric and replace RR that washed away. If RR continues to wash away, consider using larger material.; Inspect for scour beneath the RR and around the outlet. Repair damage to slopes or underlying fabric immediately; x Inspect for accumulated sediment buildup and discharge into outlets, and into and out of outlet protection; Maintenance - Restore dislodged protection at outlet structures and correct erosion that may occur; Remove sediment buildup that deposits in the protection; Remedy deficient areas, prone to increased erosion, immediately to prevent greater deficiencies.

IV. Inspections:

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

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

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: epa.swnoncomp@illinois.gov, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided

by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

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

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

V. Failure to Comply:

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



Contractor Certification Statement



Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route FAU 7945 / MS 1270	Marked Route East 9th Street	Section Number 16-00053-00-RS
Project Number GXZW(201)	County Christian	Contract Number 93774

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Additionally, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

- Contractor
- Sub-Contractor

Signature		Date	
Print Name		Title	
Name of Firm		Phone	
Street Address	City	State	Zip Code

Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP

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

SPECIAL PROVISION
FOR
INSURANCE

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

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

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

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

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets
SPECIAL PROVISION
FOR
CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004
Revised: June 1, 2007

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

701.14. Signs. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

State of Illinois
 DEPARTMENT OF TRANSPORTATION
 Bureau of Local Roads & Streets
 SPECIAL PROVISION
 FOR
 LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
 Effective: January 1, 2022

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

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

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

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

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

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

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

Density Verification Method	
<input type="checkbox"/>	Cores
<input checked="" type="checkbox"/>	Nuclear Density Gauge (Correlated when paving ≥ 3,000 tons per mixture)

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

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

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

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

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

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

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

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

Effective: August 1, 2012 Revised: February 2, 2017

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

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

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

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

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

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for each utilized certified TPG Program trainee (TRAINEES TRAINING PROGRAM GRADUATE). The estimated total number of hours, unit price, and total price must be included in the schedule of prices for the Contract submitted by Contractor prior to beginning work. The initial number of TPG trainees for which the incentive is available for this contract is 1.

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

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

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

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

BLENDED FINELY DIVIDED MINERALS (BDE)

Effective: April 1, 2021

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

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

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

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

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

80436

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

80384

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: March 2, 2019

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

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 5.00 % 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" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

80029

PORTLAND CEMENT CONCRETE – HAUL TIME (BDE)

Effective: July 1, 2020

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

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

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

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

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

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

80430

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

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

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

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

80397

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

80391

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

Revised: September 2, 2021

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

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

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 1. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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

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

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

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

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

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

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

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

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

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

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

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

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

20338

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: November 1, 2021

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

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

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

80302

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

80427

**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.